

Appendix L:
Copy of TRS RFP

REQUEST FOR PROPOSALS
TO PROVIDE
TELECOMMUNICATIONS RELAY SERVICE
TO VERMONT

Issued by:
The Vermont Department of Public Service
112 State Street — Drawer 20
Montpelier, VT 05620-2601

November 29, 2005

VERMONT DEPARTMENT OF PUBLIC SERVICE
REQUEST FOR PROPOSALS
VERMONT TELECOMMUNICATIONS RELAY SERVICE

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I. INTRODUCTION

In 1988, the Austine School for the Deaf in Brattleboro, Vermont, began operation of a part-time voice relay system for the speech and hearing impaired in the state. In 1991, the Vermont General Assembly mandated the establishment of a permanent statewide telecommunications relay service for the state's Deaf, hard-of-hearing, and speech disabled citizens and charged the Vermont Department of Public Service to establish standards for the service, consistent with the standards set by the Americans With Disabilities Act of 1990 (ADA), and to contract for relay services after a competitive bidding process and Public Service Board approval.

AT&T was awarded the contract for the Vermont Telecommunications Relay Service (VTRS) beginning in 1991. AT&T competed successfully for two additional contract cycles in 1994 and 1998. Sprint was awarded the contract for VTRS beginning July 1, 2002, and is contracted to provide service through June 30, 2006.

The Vermont State program for telecommunications relay service was certified by the Federal Communications Commission 1993 and certification was renewed in 1998 and 2003.

As the current contract with Sprint nears its end, the Department of Public Service (DPS) seeks proposals to provide intrastate telecommunications relay services to Vermont beginning July 1, 2006, through June 30, 2008, with an option for two additional years through June 30, 2010.

II. GENERAL INFORMATION

A. ISSUING OFFICE

This Request for Proposals (RFP) is issued by the Vermont Department of Public Service (DPS). DPS is the sole point of contact concerning this RFP. All communication and inquiries concerning this RFP should be addressed to: Deena Frankel, Director for Consumer Affairs & Public Information, Vermont Department of Public Service, 112 State Street, Drawer 20, Montpelier, Vermont 05620-2601, (802) 828-2811, email deena.frankel@state.vt.us.

B. PURPOSE

This RFP is issued in order to contract for the following:

- a full service, confidential, statewide, 24 hours-per-day, seven-days-per-week telecommunications relay service that is economically feasible and which satisfies or exceeds the minimum specifications contained herein. The service shall be called the Vermont Telecommunications Relay Service (VTRS). The intended contract term is two years with an option to renew for an additional two years; and
- outreach to VTRS users, potential users and the public for the purpose of informing these

populations concerning the availability, function, and features of relay and gathering feedback about the quality of the service. November 28, 2005

The performance specifications on the following pages should be considered as basic requirements with no intent to constrain bidder creativity. The goal is a cost-beneficial relay system which will provide equal access to public telephone service to deaf, hard-of-hearing, and speech disabled subscribers in Vermont.

C. SCOPE

This RFP contains instructions governing the proposal to be submitted and the material to be included, mandatory administrative and operational requirements which a bidder must meet to be eligible for consideration, and specific instructions for proposal submission.

D. SCHEDULE OF ACTIVITIES

(DPS reserves the right to change this schedule.)

November 29, 2005	Request for proposal issued
December 16, 2005	Letters of intent due from potential bidders
December 16, 2005	Questions (if any) due in writing from potential bidders
December 21, 2005	Written answers to bidder questions distributed to all bidders who have filed letters of intent
January 9, 2006	Proposals due from bidders
March 17, 2006	DPS recommendation and proposed contract to Public Service Board
July 1, 2006	New contract begins

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the bidder only up to the established due time and date, at which time they will be considered final.

F. BINDING OFFER

A proposal submitted in response to the RFP shall constitute a binding offer, until approval by the PSB of a finalized contract. Acknowledgment of this condition shall be indicated by the signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations in the Transmittal Letter.

G. BID PRICES

Pricing must be firm. No estimates or contingencies are allowed. All bid prices submitted in response to this RFP must be the bidder's "best and final" offer.

H. BIDDING COSTS

The Department of Public Service is not liable for any costs incurred by bidders prior to issuance of a legally executed contract. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

I. RFP RESPONSE MATERIAL OWNERSHIP

All material, except proprietary information, submitted regarding this RFP becomes the property of the DPS. All submitted responses may be reviewed by any person after the contract has been signed. The DPS reserves the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in §III.C., Proprietary Information, and including the right to destroy any information at the discretion of the DPS. Disqualification of a bidder does not eliminate this right.

J. REJECTION OF PROPOSALS

The DPS reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal if deemed in the best interest of the Vermont Telecommunications Relay Service.

K. NEWS RELEASES

News releases pertaining to this RFP, contract award, or VTRS operations shall NOT be made without prior written approval from the DPS.

L. AWARD OF CONTRACT

Selection of the winning bidder will be made based on the sole opinion of the DPS that the proposal submitted will be the most advantageous. Final contract award is subject to Public Service Board approval.

M. AWARD WITHOUT DISCUSSION

The DPS reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

N. CONTRACT DOCUMENT

After PSB approval, the DPS will require the successful bidder to sign a contract with the DPS which will include the following elements:

1. The Terms and Conditions;
2. The bidder's Proposal in response to the RFP, with amendments, if any; and
3. The RFP.

All of the above items together, including any modifications or clarifications, will constitute a complete contract.

O. CONTRACT CANCELLATION

The DPS reserves the right to cancel any contract resulting from this RFP, for cause, as will be defined in the Terms and Conditions of the final contract.

P. CONTRACT DURATION

This RFP requests a proposal for services to be offered under a two-year contract with an option to renew for two additional years. The terms of the option will be detailed further in the contract, but will include at least the following:

1. Contractor must give notice of election to exercise the option not more than ten months and not less than eight months prior to the expiration of the second year of the contract.
2. Eligibility to exercise the option will be conditioned upon two DPS findings: (a) that there has been adequate performance, including full compliance with the terms of the contract, prior to the contractor's giving of notice that it wishes to exercise the option; and (b) that no material amendments, to which the contractor declines to agree, are necessary for quality provision of services.

Q. CONTRACT MODIFICATION

It is possible that FCC decisions, administrative, judicial or legislative decisions, or changes in technology or market conditions, may make it necessary or desirable to modify the Contract. Procedures for modification will be defined in the Contract document.

R. LIMITED LIABILITY

The DPS assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save and hold the DPS and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a service provider to the PSB and any action brought by an unsuccessful prospective service provider.

S. VENUE

The laws of the State of Vermont, U.S.A., shall govern in connection with this RFP and the formation, performance and the legal enforcement of any resulting contract.

III. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL SUBMISSION

Proposals are to be submitted to:

Deena L. Frankel
Vermont Department of Public Service
112 State Street Drawer 20
Montpelier, Vermont 05620-2601

To be considered, proposals must be received by DPS on or before 4:30 p.m., January 9, 2006. No proposals will be accepted after this time. Bidders mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package shall be delivered or sent by certified mail to the DPS address listed above. Proposals will not be accepted by fax or other electronic transmission.

An original and six copies of the proposal must be submitted. In addition, bidders shall submit an electronic copy of their proposal, excluding attachments that are not available electronically, by the due date and time. Electronic proposals may be submitted by email to deena.frankel@state.vt.us or may be included in Word (read only) or PDF format on a CD or diskette submitted with hard copies.

B. LATE PROPOSALS

Late proposals will not be accepted. It is the responsibility of the bidder to insure that the proposal is received by the DPS on or before the proposal due date and time.

C. PROPRIETARY/CONFIDENTIAL INFORMATION

Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the bidder under separate cover, with the bidder's proposal.

Proprietary/confidential information must be printed on colored paper different from the non-confidential material in the proposal and easily separated from the rest of the proposal. Proprietary information, if any, will be handled by the DPS in accordance with its standard protective agreement, which forms Attachment B of this RFP. Proprietary information submitted electronically should be contained in separate files from non-proprietary information and the filing naming should clearly indicated the presence of confidential material.

D. BIDDING COMPANY

If a bidder is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal. If a bidding company is independently owned, the name, main office address, and tax identification number of the bidding company shall be provided in the proposal.

E. DISABILITY REPRESENTATION

Bidder shall indicate experience with staff and customers who are disabled, and how such experience will affect the proposed service. A review of company performance of services to people with

disabilities, is requested. Explain the bidder's commitment to recruiting and hiring people with disabilities and the extent to which people with disabilities are represented in the organization's management and board of directors.

F. SUBCONTRACTORS

Planned use of subcontractors shall be clearly explained in the proposal, including terms of any subcontract. Bidders must include a copy of any proposed subcontracts with the proposal, if available. All subcontracts must comply with the bidder certification requirements in §III.M. The prime contractor shall be responsible for all contract performance whether or not subcontractors are used. The only contact with the DPS will be the prime contractor.

G. CONTRACT MANAGEMENT

Bidder shall state how the contract will be managed to assure compliance and the satisfaction of the DPS, and the Advisory Council. Responsible individuals should be identified by name, title, and description of function.

H. NON-COLLUSION

The bidder shall affirm that: the proposed bid price has been arrived at independently without collusion, consultation or communication as to any other bidder or with any competitor; the said bid price was not disclosed by the bidder and was not knowingly discussed prior to submission, directly or indirectly, with any other bidder or with any competitor; and, no attempt was made by the bidder to induce any other person, partnership or corporation to submit or withhold a proposal for restricting competition.

I. FINANCIAL HISTORY

To allow the DPS to evaluate the financial responsibility of the bidding company, the following items shall be submitted with the proposal for the bidding company and its parent company:

1. Audited Financial Statement or 10K Report for the most recent two (2) years, including at a minimum:
 - a. statement of income and related earnings;
 - b. cash flow statement;
 - c. balance sheet, and
 - d. opinion concerning financial statements from a CPA;
2. Primary banking source letter of reference.

This financial information also is required of any subcontractor which is expected to receive more than ten (10) percent of the value of the contract.

J. EXPERIENCE & CUSTOMER REFERENCES

The bidder shall submit a listing of all current and past contracts to provide telecommunications relay service. For each of these contracts the following information should be presented: (1) term of the contract; (2) location of the Relay Center(s) providing service; (3) current monthly call volume, or monthly call volume at contract termination if contract is not current; and (4) name and telephone number of the contact person in the contracting entity. For each Relay Center it operates, bidder shall also list the contracts served and the monthly call volume.

K. ORAL PRESENTATION/SITE VISITS

Bidders may be asked to make oral presentations or to make their facilities available for a site inspection by the DPS. Any clarifications to a bid response resulting from these sessions will be in writing and will be incorporated in the bid response.

L. CONTRACTOR'S PERFORMANCE BOND

The Contractor will be required to furnish a performance bond equal to the total projected annual price of the first year of the contract.

M. BIDDER CERTIFICATIONS

1. Each person signing a proposal certifies that he or she is the person in the bidder's organization responsible for, or authorized to make, decisions as to the prices quoted and that he or she has not participated, and will not participate, in any action contrary to the Non-collusion requirements in § III.H.
2. Non-discrimination:
 - a. During the duration of any contract awarded as a result of bids submitted under this RFP, the contractor and its subcontractors shall comply with the requirements of Vermont's Fair Employment Practices Act, 21 V.S.A. §§ 495, 495a-f, and 495 h, as it may be amended by the legislature. Vermont's Fair Employment Practices Act now prohibits, in the absence of a bona fide occupational qualification, specified employment-related decisions and actions based upon an individual's race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age (18 years and over), HIV status, physical or mental condition.
 - b. During the duration of any contract awarded as a result of bids submitted under this RFP, the contractor and its subcontractors shall also comply, in the provision of the services contracted for, with Vermont's statutes, as they may be amended by the legislature, prohibiting discrimination in public accommodations, 9 V.S.A. §§ 4501-4507. Such public accommodations laws now prohibit withholding or denying any accommodations, advantages, facilities or privileges of the place of public accommodation from a person based upon race, creed, color, national origin, marital status, sex, sexual orientation, real or

perceived handicap unless otherwise permitted by law.

- c. During the duration of any contract awarded as a result of bids submitted under this RFP, the contractor and its subcontractors shall also comply, in its employment practices and in the provision of services under the contract, with all applicable Federal antidiscrimination laws, including among others Title VII of the Civil Rights Act of 1964 and the American with Disabilities Act of 1990.
 - d. The contractor shall include the above nondiscrimination provisions and requirements in all subcontracts to perform work under the contract.
3. Personnel: The contractor shall not knowingly engage on a full time, part time, or other basis (except on a volunteer basis) during the period of this contract, any individual involved in preparation of this RFP, or the selection and/or award of this contract.

N. COMMENCEMENT DATE

Service must commence on July 1, 2006.

0. LOCATION OF CALL CENTER(S)

Bidder must state the location of the call center or centers that will provide service under the contract. For each center to provide service under the contract, bidder must list other states served and interstate services provided. The following information should be provided for each center:

- A brief history of the center.
- An organizational chart showing numbers and levels of employees, including number of CAs employed.
- Brief synopsis of experience and qualifications for each manager by title.
- Number of calls handled monthly by the center.
- Current capacity utilization.
- Expansion capability and plans.
- Performance statistics by month for the past year, including daily average speed of answer, daily percent of calls answered in ten seconds, blocked calls, and abandoned calls.
- Complaint and commendation statistics for the past year.

P. PAYMENT

After the close of each month, the contractor will submit an invoice to the DPS for the previous month's work. The DPS will act expeditious in forwarding the invoice for payment to the State Finance Division.

IV. OPERATIONAL REQUIREMENTS

A. OVERVIEW

This section of the RFP lists and describes the specific operational functions that fall within the scope of telecommunications relay service. The operational functions listed here are the elements which will be evaluated as the bidder's Technical Proposal. The Technical Proposal should be presented in the same order and numbered the same as Section IV of the RFP.

B. COMPLIANCE WITH FCC REGULATIONS

The bidder must clearly state its commitment to be in compliance with FCC regulations and describe how it will assure that any changes to FCC regulations will be implemented expeditiously at the bidder's expense.

C. SCOPE OF SERVICE

The relay service shall be designed to enable two-way communication between an individual who uses a text telephone or other nonvoice terminal device and an individual who does not use such a device. The relay service also shall be designed to provide a means whereby a speech-disabled person may communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by the person.

The DPS is interested in providing the most cost-effective and efficient, and highest quality, relay service possible. Each proposal shall include a comprehensive description of the methods used to satisfy the RFP requirements. All responses shall address in detail how the following will be accomplished.

1. Equipment

Furnish all necessary telecommunications equipment and software. The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise. Telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes at any speed generally in use and shall be capable of automatically identifying incoming TTY signals as either Baudot or ASCII. All equipment shall be compatible with industry-wide standards for TTYs.

2. System Design

The bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls and projected call volumes.

The bidder shall demonstrate its capability to adapt to improvements in communications equipment technology and to implement state of the art technology for provision of relay service.

3. VTRS Toll-Free Numbers and 711 access

The bidder shall indicate how retention of current VTRS toll-free numbers will be procured for the contract period beginning July 1, 2006, and how the bidder will ensure continuous access via 711 translations by local exchange companies to the bidder's service.

4. Network Access

The service will make available to consumers intrastate, interstate, and international calling, with only the cost of intrastate calls to be paid under the contract. Vermont is a one-LATA state.

5. Service Reliability

The proposed relay service must be designed to meet the following reliability specifications:

a. Uninterruptible Power.

The system shall provide uninterrupted power for a minimum of eight hours. The uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmentals (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.

b. Switching System.

Bidders must outline plans to ensure that no calls are dropped due to processor failure. Bidders must explain the built-in redundancies needed to maintain required levels of service in the event of preventative maintenance, power outage, or other causes that would shut down the processor.

c. Intercept Messages.

Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages shall be provided.

d. Disaster Recovery Plan.

The bidder shall create and provide a complete plan for dealing with all types of natural and man-made problems. A primary requirement is to notify the DPS immediately if a major problem occurs. In addition, the plan should detail the steps which will be taken to deal with problems and restore relay service.

6. Service Expansion

Bidder will also show the capability of expanding services in response to increasing demand up to the maximum call levels identified in the Price Quotation in § V. Bidder shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, trunking capacity, CA work stations, personnel staffing and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume. The above plans shall be able to maintain all standards listed in the RFP. Furthermore,

the service delivery procedures shall permit the most cost-effective use of available resources.

7. New Technology

The user communities, the relay center, and the DPS should be allowed to benefit from advancing technology. Bidder will describe the methodology and process it will use to keep abreast of technological changes in the provision of relay service and to install new technologies as they become available. Bidder will agree to inform the VTRS administrator and the VTRS advisory council of the introduction of new technologies.

8. Providing Qualified Staff

Each proposal shall include a plan to insure the active recruitment and hiring of people with disabilities including individuals who are deaf, hard-of-hearing, speech disabled, and deaf-blind. Emphasis shall also be given to recruiting and hiring individuals with American Sign Language (ASL) and relay service experience and with experience working within the deaf, hard-of-hearing, and/or speech disabled communities. Each proposal must include:

- a. Statistics of employees with disabilities for the company as a whole and for the TRS portion of the company separately.
- b. For the center or centers which will provide services for VTRS, identification of employees, by title, who have disabilities and employees who are deaf, hard-of-hearing, or speech disabled.
- c. A hiring practices plan documenting outreach to deaf and disabled persons. DPS is especially interested in evidence of commitment to hiring disabled individuals in general, and deaf individuals in particular, for management positions.

9. Disability Awareness

All relay center staff, including management, shall receive training in ASL "gloss" and grammar, deaf culture, speech disability issues, and ethics and confidentiality. Each proposal must include an outline of a staff training plan for disability awareness, indicating training topics and time frames as well as individuals or organizations representing the deaf community used to assist with the training.

10. Voice and Hearing Carryover, and Captioned Telephone

Contractor must provide both voice and hearing carryover capability. Voice carryover allows a hearing impaired person with understandable speech to speak directly to a hearing person and receive the message typed back on the TTY. Hearing carryover allows a speech-impaired person with hearing capability to directly hear what the other party is saying and type back his or her message which is spoken by the CA. Voice carryover service must include captioned telephone voice carryover. Caption telephone permits, on one standard telephone line, the user to both listen to what is said over the telephone line and simultaneously read captions,

generated through voice recognition software, of what the other person is saying with no typing involved.

11. Speech-to-Speech

Contractor must provide speech-to-speech relay service. This is a form of relay that enables an individual with a speech disability to use his or her own voice or a speech synthesizer in order to engage in a relay call. The service utilizes a relay agent with specialized training and ability in recognizing and relaying the speech of persons with speech disabilities to voice for the caller.

12. In-State Toll-Free Numbers

If the center or centers serving VTRS is located outside of Vermont, bidder will describe the technology and/or procedures that will be used to call in-state and regionally-restricted toll-free numbers and to call the business offices of local telephone companies which have special prefixes identifying the call as toll-free.

13. Intrastate Toll Calls

Intrastate toll calls (those requiring a 1 to dial; does not include measured service) placed through the relay service shall be billed to the caller at one half the rate that would apply if the calls had been placed without the use of the relay. That is, rates for intrastate service shall be discounted 50 percent for all users of the relay system. Bidder must provide a complete description of billing procedures for the intrastate toll discount including a statement of what entity will carry the call, what entity will bill the call, and what entity will receive the toll revenue for the virtual call. Bidder must provide a copy of the intrastate toll rates that will be billed to relay users. If the rates are different from tariffed rates less 50 percent, the provider must show in detail how the rates differ from the tariffed rates.

14. Interstate and International Calls

Access to FCC certified, Federally funded, interstate and international relay service will be provided by VTRS.

15. Access to Interexchange Carriers & Operator Services

The VTRS provider will allow the relay user to choose his or her preferred interexchange carrier when placing toll calls through relay. The relay agent is not required to verbally offer the option, but must describe the option when asked by a relay user. An explanation of carrier of choice must be included in all appropriate relay publications and materials. The provider must maintain a list of participating long distance carriers and must, on an annual basis, mail to IXC's who do not participate a letter inviting them to become a part of relay carrier of choice.

16. Billing Arrangements

The capacity to charge relay users for collect calls, person-to-person calls, and calls charged to a third party is required. The capacity to bill any Vermont local exchange company calling card

and any non-proprietary interexchange company calling card is required. For toll calls, the relay user shall be billed for conversation time (the time, in minutes and seconds, from the moment when the relay caller is connected with the called telephone number and the conversation begins until the caller hangs up), not call set-up time, in between calls, and wrap-up time. The calls shall be billed from the city where the caller is to the city where the called party is, not to the relay center. The proposal must include a complete description of how relay users will be billed for all calls. This description will include the procedures for obtaining information from the local exchange companies, whether the billing will be performed in-house or contracted, a list of specific credit cards to which calls can be billed, and a sample bill format.

17. Charges for Services

Calls using the relay service shall be at no cost to the person making the call, except for applicable intrastate or interstate tolls.

18. Answering Machine and Voice Mail Procedure

The following minimum procedures shall be used for processing relay calls that reach an answering machine or voice mail:

- a. The CA will inform the caller when an answering machine or voice mail has been reached.
- b. When the relay caller is a text user, and if the answering machine message is long, the CA will record the message, and convey it to the relay user in its entirety.
- c. The CA will relay the complete outgoing message verbatim including the option for the relay caller to leave a message if stated on the outgoing message.
- d. The CA will leave the relay caller's message (voice or text).
- e. The CA will confirm to the caller that the message has been left.
- f. The relay caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the answering machine message and/or to leave a message.

If the caller reaches an answering machine or voice mail, if necessary, the CA will record the voice announcement, and then relay the message back to the caller without having to call back each time to get the entire message. Once the relay call is completed, the recorded message must be deleted. This may not work with voice menus.

19. Voice Menu Procedure

CAs shall, to the extent possible, convey the message to the text relay user as quickly as possible in order to process the relay call as quickly as possible. The relay caller will be charged for only one call (the first call) regardless of the number of calls that may be required to

retrieve and convey the voice menu message.

20. One-Line Answering Machine or Voice Mail Retrieval

Relay users must be able to call VTRS to retrieve voice messages from answering machines or voice mail without connecting to the third party. The relay agent will record messages from answering machines or voice mail and then relay the message back to the caller. Once the relay call is completed, the recorded message must be deleted.

21. Call Billing Record

Bidders must specify the system for identifying and documenting long distance and toll calls for billing purposes.

Bidders must also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if any), how charges will appear on the end user's bill, and how confidentiality of customer identification information will be maintained.

22. Access to Local Exchange Company Enhanced Services

The bidder will explain how a relay user will be able to use local exchange convenience services in conjunction with a relayed call. The following services should be addressed: call forwarding, three-way calling, caller I.D., and last number redial. If not currently available, bidder should describe steps that will be taken to enable the service to be provided to relay users and the anticipated time frame for accomplishing these steps.

23. Caller ID and VTRS Identification on Caller ID

The provider shall explain the state of its ability to offer Caller ID. If the provider is unable to offer true caller ID, or in those instances in which true caller ID is unavailable on certain calls, the provider shall assure that its toll-free trunks/phone lines are registered with the local phone companies as "VT Telecommunications Relay Service" in order for Caller ID subscribers to view this label on their Caller ID boxes. The company's corporate name must not appear on Caller ID boxes when a subscriber receives a VTRS call.

24. Use of ANI

The bidder will explain how Automatic Number Identification (ANI) technology will be utilized so that no caller is required to give his/her originating number, except in instances where ANI information is not available from the local exchange carrier (LEC).

25. Mobile Radio, Paging, Cellular and Personal Communications Services Calls

The bidder will explain its capability for handling calls originating and terminating via mobile radio, paging, cellular and PCS, including capability for appropriate billing for each type of call.

26. Access to 9xx and 8xx Pay-Per-Call Services

The bidder shall allow access to 9xx and 8xx number services that charge for usage. The bidder must allow for billing of the end user for such pay-per-calls. Also, the bidder must identify how it will determine if the end user's phone number is blocked from making such calls. The 50 percent discount rate for intrastate relay calls does not apply to pay-per-calls.

27. Customer Preference Database

To assist in making relay calls more efficient, the VTRS provider shall provide a database of users' call preferences such as type of call, billing information, speed dialing, slow typing, carrier of choice, etc. This information will appear on the CA screen when a user calls the relay center from the registered ANI. The relay user must be able to provide information to create or modify his or her record on-line, by mail, or by phone via customer service personnel. This process should be efficient and easy for relay users to access and understand.

28. Type of Transmission

The bidder shall be able to process relay calls made by digital and analog transmissions, including enhanced speed as developed by TTY manufacturers. Enhanced speed codes to be used in VTRS need to be well established nationally before they can be used in VTRS. Examples of ubiquitous enhanced speed would be "Turbo Code" from Ultratec, "Fast Type" from Krown, or "High Speed" by Ameriphone. Please indicate what type of enhanced speed will be used, if any, in the proposed relay platform.

29. Automatic Error Correction

Bidder's system shall be equipped with an automatic error correction function to automatically correct CAs' common typographical errors. Bidders shall briefly describe the error correction systems that will be deployed and give the size of dictionary used by the system.

30. Bilingual Services

The bidder shall describe how it could provide full relay (not translation) services to users who have French as their primary language, not English or ASL. The bidder should indicate the additional cost of the service described over the contract bid price (do not include this service in the billable minute price in § V.C.a.)

31. ASL to English Translation

Relay agents must translate the typed language of relay users whose primary language may be ASL or whose written English language skills are limited to conversational grammatically correct English. This is to assist in clearer understanding between the two parties. If text users instruct the relay agent to type verbatim, agents will follow such instructions.

32. Community Outreach

Community outreach to users, potential users and the general public are an integral part of VTRS. Bidders shall describe how they will carry out, at a minimum, the following scope of

work:

- a. Provide a visible presence in deaf community organizations and gatherings to hear feedback about VTRS and to provide information about program enhancements and changes.
- b. Develop and widely distribute an appropriate range of printed material describing VTRS to different users and potential users of the system.
- c. Maximize news and feature media coverage of VTRS.
- d. Publish at least two newsletters per year.
- e. Utilize presentations and other interpersonal contact with all target groups to provide information and answers questions about the service.
- f. Create and implement a promotional plan for speech-to-speech designed to increase usage of that service, which is currently virtually unused.
- g. Produce and distribute promotional items to users and potential users in Vermont. Items may include, but are not limited to, magnets and pens. Bidders should propose the amount and type of items to be produced. Actual design of the items shall be undertaken in consultation with the VTRS advisory council, with final approval by the contract administrator. Promotional items shall be specific to Vermont and shall not be branded with the provider's corporate identity.
- h. Maintain a website providing comprehensive information for users and potential users about VTRS.
- i. Work with local exchange companies to ensure that all telephone directories carry appropriate information about VTRS including information about 711.

All materials shall be developed in consultation with the VTRS advisory council, with final approval by the contract administrator, except that nationally produced materials that are generic to the service may be made available for distribution in Vermont as appropriate and shall not require approval or consultation. Materials produced specifically for Vermont shall not be branded with the provider's corporate identity.

Bidders shall explain how they will staff outreach, including whether an account representative and/or outreach person will be located in Vermont. If a representative will be located in Vermont, explain what percentage of that person's time will be devoted to VTRS.

33. Consumer Input

Bidders shall describe their plans to include VTRS users in the on-going evaluation of the service. The plan should explain methods for gathering consumer input on a regular basis and a description of how the recommendations from these evaluations will be incorporated into the

policies and procedures of the relay center.

The evaluations shall not come from those directly or indirectly involved in operating the relay center or its corporate associates. This does not preclude the provider from conducting additional internal evaluations which use relay staff. The results of any consumer evaluations or surveys shall be reported to the DPS in a timely manner.

34. VTRS Advisory Council

The bidder shall explain how it will work with and interact with the VTRS Advisory Council composed of the following members: one representative of the DPS, who shall act as chair and who shall be designated by the Commissioner of DPS; one representative of the Department of Aging and Disabilities who shall act as vice-chair; two representatives of the deaf community; one member of the hard-of-hearing or speech impaired community; and one representative of a company providing local exchange carrier service within the state.

The VTRS Advisory Council has been established by statute to “advise the Department of Public Service and the contractor on all matters concerning the implementation and administration of the state's telecommunications relay service.” The Council meets quarterly. The bidder should describe how they will actively solicit and incorporate input from the Council. At a minimum, this plan should include attendance by the vendor’s account representative or appropriate designee at each council meeting.

By statute, "The members of the Council who are not officers or employees of the state, shall receive per diem compensation and expense reimbursement in amounts authorized by § 1010(b) of Title 32. The costs of such compensation and reimbursement, and any other necessary administrative costs shall be included within the contract. The bidder should include all costs of the Advisory Council, including refreshments, interpreters, and travel and per diem costs, as part of its base price quotations, using a \$50.00 per diem rate. Four members of the Council receive per diem reimbursement.

34. Video Relay Service (VRS) and Internet Protocol Relay (IP Relay)

Bidders shall indicate their capacity to provide VRS and IP Relay. Bids shall not be rejected due to the bidder’s inability to provide VRS or IP Relay. DPS seeks this information as part of an overall assessment of bidder services, recognizing that, at present, these services are reimbursed fully from the interstate TRS fund.

D. SYSTEM STANDARDS

The underlying standard of the relay system shall be to provide users access to the telephone network which is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone. To achieve that standard, the relay system must have the following characteristics.

1. Hours of Service

VTRS shall provide a consistent level of service 24 hours per day, seven days per week, 365 days per year.

2. Usage

No restrictions shall be placed on the length or number of calls placed by customers through the relay center

3. Blockage Rate

No more than one percent of calls at the busiest hour will be unable to be delivered to the relay center network due to inadequate facilities. No more than one percent of calls may be blocked daily.

4. Answer Time and Promptness of Service

At least 85 percent of the calls will be answered by a Communications Assistant (CA) within ten seconds measured daily. No more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number.

5. Operator and Directory Assistance

TTY users requiring operator assistance will be given the toll-free number for operator services for the deaf. Users will be able to access local and long distance directory assistance through TRS. Local directory assistance calls must be billed to end users at the same rates (or less) that are billed by the local company serving the end user. Long distance directory assistance calls must be billed at the TRS provider's tariffed rate or at the tariffed rate of the carrier used for the long distance directory. The Vermont Universal Service Fund shall not be billed for directory assistance calls other than for associated conversation minutes.

6. Complaint Resolution

Provider shall fully describe procedures for handling complaints, inquiries, and comments regarding VTRS services and personnel. Center staff shall voluntarily offer the DPS's Consumer Affairs TTY Hotline/consumer complaints number when consumers indicate, directly or indirectly, that they are not satisfied with Center staff response to their complaints. The procedure and the Hotline number shall be described in appropriate printed outreach material.

The provider shall insure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still on line.

All complaints received by the provider from any source shall be documented, including their resolution, kept on file, and forwarded to the DPS monthly.

7. DPS Complaint Resolution Support

Bidder shall provide the DPS Consumer Affairs & Public Information Division with TTY equipment to enable DPS staff to communicate directly with consumers who have complaints

and inquiries from TTY users. The TTY toll-free Hotline number must be displayed prominently on any print material developed by the provider specifically for Vermont. The provider shall also pay transportation and expenses for one training trip annually for one DPS staff or designated representative to become familiar with its relay operation and be prepared to handle consumer complaints and other VTRS matters.

8. Conflict of Interest

To avoid the appearance of a conflict of interest, bidders shall demonstrate in their bids that they will operate this as an independent relay service. Bidders shall not use any information obtained from relay calls for any other services they may provide to users of the relay system and shall not make any such information available for sale.

9. Use of the term "TTY"

The term "TTY" will be used consistently in the VTRS, rather than the term "TDD," when referring to a text telephone. The term "text telephone" may also be used in descriptive material.

10. No corporate branding of the service

The service shall be referred to as the Vermont Telecommunications Relay Service and shall not be branded with the corporate name of the provider unless specific written permission is given by the DPS contract manager.

E. CA STANDARDS

1. Minimum CA Qualifications

Bidders shall specify how they plan to demonstrate that CAs meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type conversations. This will include, but not be limited to:

- a. Basic skills in English grammar.
- b. A minimum typing speed of 60 words per minute.
- c. Minimum spelling skills, meaning the ability to quickly and easily spell words comparable to a beginning college level conversation.
- d. Diction, clarity, and formality of speech at a level appropriate to communication between business professionals.
- e. Ability to understand deaf people using limited English, ability to translate typewritten ASL into English, and ability to translate limited written English to correct English. Bidders shall demonstrate how they plan to train CAs in this regard. Furthermore, bidders shall indicate at what level they consider CAs to be fully trained in this capacity.
- f. The bidder shall require all prospective Communications Assistants to take and pass a

quantifiable, performance-based Relay CA Proficiency Examination. Any CA who cannot pass this examination within a three-month training period shall not be utilized as a relay CA. Bidder must submit a copy of the CA Proficiency Examination that will be used. If an exam does not currently exist, bidder must provide a detailed outline for an exam to be developed and a time frame for full development and implementation.

2. CA Training

Each bidder shall demonstrate how on-going CA training will be provided by including with its proposal an outline of a proposed CA training plan, including descriptions of required classes. The provisions for CA training shall include, but not be limited to, ASL “gloss” and grammar, deaf culture and etiquette, needs of speech disabled users, operation of relay telecommunications equipment, procedures, ethics and confidentiality, professional judgment, and Vermont specific information such as pronunciation of town names and other conventions. Training shall include both simulated and live on-line call handling.

Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech disabled communities in the field of language interpreting, ASL and deaf culture and speech disability. Alternatively, the contractor must demonstrate that such expertise exists on staff.

Bidders should include in the training plan provisions for ongoing CA training to refresh skills and inform and update CAs on issues and topics pertinent to the deaf, hard- of-hearing, and speech disabled communities.

Trainees should be identified to both parties at the outset of each conversation.

3. Procedures for Relaying Communication

CAs must convey the full content, context and intent of the communication they translate. The key word is intent. Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures.

- a. CAs shall identify themselves to a TTY user by number and gender at the beginning of each call and by number to a voice caller. Requests by users for an CA of a particular gender shall be honored.
- b. Unless directed otherwise by the user, CAs shall translate into standard English calls of users who have limited written English language skills so that hearing persons can understand the call and communication can occur. The hearing person's English must be translated back into written English at a level that the deaf person can understand. TTY users may instruct the CA to voice in standard English or word for word that which the TTY user types.
- c. CAs shall, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice. Whenever possible, characterizing of tone will first be conveyed with

descriptive words such as “yelling,” “crying,” “loud,” “quiet,” or “foreign accent.” These words shall be in parentheses. If it clear to the relay agent that the tone of voice is more emotional than the descriptive sound words can provide, then the relay agent can type something such as “(sounds angry)” in addition to the descriptive sound words if it makes the conversation clearer. Such descriptions and other similar utterances shall be in parentheses, preceded by the word “sounds.” The TRS shall provide a comprehensive list of possible descriptive sound words as well as possible list of emotional terms that will be used for “(sounds *adjective*)” for the VTRS administrator and advisory council to review. CAs may also be creative in the ways that they may convey the hearing person’s vocalizations to the text user. If the voice relay user “groans” or “hums” these could be relayed as “ooohh” or “hmmm.” An excited “yes” may be relayed as “yesssss!!!” The TRS provider should provide training in voice tone conveyances as part of the overall agent training.

- d. CAs shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, fax tone, recording or on hold.
- e. The TTY user shall have the option of telling the CA what aspects of the call that he/she will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.
- f. The CA shall type to the TTY user or verbalize to the non-TTY user all that is said when the call is first answered and at all times during the conversation, unless either party specifically requests otherwise.
- g. When the CA needs to explain relay to a hearing user, the CA shall also type “(explaining relay)” for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay. Upon request by the user, the CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall not indicate that the TTY user is deaf, hard-of-hearing, or speech disabled unless the TTY user requests that information to be relayed.
- h. When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made.
- i. CAs shall indicate to the TTY user if another person (hearing) comes on the line.
- j. CAs will stay with a relay call for a minimum of ten minutes with the exception that if a CA is relaying a Speech-to-Speech call, the CA will be required to stay with the call for a minimum of fifteen minutes. The bidder must describe procedures used for relieving CAs during a call, if necessary. Description should include under what conditions relief during calls is permitted, when during a call it is permitted, and what procedures will be followed to inform the parties.

- k. When a line is busy, the CA shall redial as many times as requested.
 - l. All comments directed to either party by the CA shall be relayed. These comments shall be typed in parentheses, for example, “(Will you accept a collect call?)” All comments directed to the CA by either party shall also be relayed, for example, “Yes, I’ll accept the collect call.”
 - m. If either party uses the third person, the CA shall relay in the third person.
 - n. To correct a typing error, CAs shall not backspace, but continue in a forward direction by typing “XX” (common TTY convention for error) and then typing the word correctly.
 - o. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken. This shall be relayed as discussed in l above.
 - p. The CA will stay on the line until both parties have terminated the call. CA will ask the user if additional calls are desired. If necessary to process a complaint or compliment, the call will be transferred to a supervisor.
 - q. CAs shall not counsel, advise, hold personal conversations with or interject personal opinions or additional information into any relay call. CAs shall not hold personal conversations with anyone calling VTRS even if prompted by VTRS users.
 - r. Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). It is understood that for some calls, having the full name would help facilitate the call. The CA may ask for that information and explain how it may facilitate their call. However, the CA shall not refuse to make a call if the caller does not wish to give full names.
 - s. CAs will uniformly recognize an “s” typed by a TTY user at the beginning of a call to indicate that the user is speech impaired. Bidders shall propose procedures for fulfilling this requirement. This convention shall be included in all informational material produced and distributed to explain relay usage.
 - t. CAs will leave or retrieve messages on answering machines or other voice processing systems. Bidders shall describe procedures for obtaining any necessary system access codes from the user and statements regarding the confidentiality of that information.
 - u. The bidder will provide descriptions of the steps and a script of what the caller will experience between dialing of the last digit of the VTRS number and the CA dialing the number to be called.
4. Confidentiality of Calls

All calls shall be totally confidential which means no written or electronic script shall be kept

beyond the duration of the call. CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or any information learned during the course of relaying calls, either during the period of employment as an CA or after termination of employment.

In addition, CAs should be trained not to reveal the identity of fellow CAs unnecessarily, since CAs identified by name, and thus potentially personally known in the deaf, hard-of-hearing, or speech disabled communities, defeats the concept of “transparency” of the relay service and may create discomfort on the part of users.

- a. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:
 - i. names, genders, or ages of the parties of the call;
 - ii. originating or terminating points of the call;
 - iii. specifics of the information conveyed.
- b. CAs shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. CAs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of relay call. CAs should be trained to ask questions about procedures without revealing names or specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.
- c. Watching or listening to actual calls by anyone other than the relay CA is prohibited except for training or monitoring purposes or other purposes specifically authorized by the DPS.
- d. Proposals shall include a copy of the policies the bidder will use to preserve confidentiality. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the confidentiality policy shall be provided to a user upon request.
- e. A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing alleged violations of confidentiality.
- f. The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

5. Obscenity Directed to the CA

CAs do not have to tolerate obscenity directed at them. A proposal should specify how the contractor will handle these situations. It is acceptable to transfer callers using obscenities directed at the CA to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

6. CA Counseling

Bidders are required to provide an on-going counseling and support program for CAs to help them deal with the emotional aspects of relaying calls. The bidder should describe this program in the proposal.

7. Staffing for Call Volume/Usage Patterns

Bidder's proposal shall describe how the bidder will plan staffing patterns in response to call volumes and usage patterns.

8. Policy and Procedures Manual

Bidders shall provide with the proposal a copy of the existing, or a comprehensive outline of a proposed, CA Policy and Procedures Manual which shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consumer complaints procedures, consequences of non-compliance to policies, and functions and roles of a CA.

9. Emergencies

The State of Vermont has statewide Enhanced-911. Bidders shall outline how they will achieve the following:

- a. A policy for handling and referring emergency calls. The policy should include provisions for the CA to help the caller find the appropriate emergency service number through Directory Assistance. The policy should indicate how the TRS will interact with Enhanced 911 to provide caller location information.
- b. An outreach/education program component to educate TRS users regarding the use of E-911, rather than relay, for emergency calls.

F. SERVICE PROVIDER REPORTING REQUIREMENTS

1. Traffic Reports

The provider shall report to the DPS by the 21st calendar day of the following month the following statistics for the previous month. (More frequent or more detailed reports shall also be available upon request.)

- a. Monthly summary detail record
 - i. Total minutes of service and number of calls handled.

- ii. Total billable minutes of service.
 - iii. Total non-billable minutes of service.
- b. Monthly detail of billable data. Total minutes and total calls for each of the following:
 - i. Local
 - ii. Intrastate
 - iii. Intrastate toll-free
 - iv. 8XX and 9XX pay-per-call
 - v. Intrastate directory assistance
 - vi. General assistance
 - vii. Intrastate busy/ring/no answer
 - viii. Emergency
- c. Monthly detail of non-billable data. Total minutes and total calls for each of the following:
 - i. Interstate
 - ii. Interstate toll-free
 - iii. International
 - iv. Interstate directory assistance
 - v. Interstate busy/ring/no answer
- d. Monthly device report. Total minutes of service, calls handled and average length of call for each of the following:
 - i. TTY Baudot
 - ii. TTY Turbocode
 - iii. Voice calls
 - iv. VCO
 - v. ASCII
 - vi. Speech-to-speech
 - vii. HCO
 - viii. Captioned Telephone

- ix. Other if any
- e. Delayed call profile
 - i. Number of inbound calls (calls placed to the TRS center(s))
 - ii. Number of inbound calls placed in queue
 - iii. Number in inbound calls answered from queue
 - iv. Total number of inbound calls abandoned from queue
 - v. Percent of abandoned calls to calls in queue
 - vi. Callers in queue for each of the following time frames: less than 1 second; 1-5 seconds; 5.01-10 seconds; 10.01-15 seconds; 15.01-20 seconds; 20.01-25 seconds; 25.01-30 seconds; 30.01-40 seconds; 40.01-50 seconds; 50.01-60 seconds; 60.01-90 seconds; 9.01-120 seconds; 120.01-180 seconds; 180.01+ seconds.
- f. Daily activity report
 - i. Number of calls handled for each day of the month
 - ii. Average number of weekday calls
 - iii. Average number of weekend calls
 - iv. Peak days and hours of operation
 - v. Daily average speed of answer
 - vi. Daily percent of calls answered in 10 seconds
- 2. Invoice format

The bidder will submit the reporting format that will be used to provide all of the above information. The bidder must include information on its capability to provide ad hoc reports when requested.
- 3. Traffic projections

On an annual basis, the vendor must provide forecasted usage figures and costs to the DPS for the upcoming year. This forecast must be provided by December 15 of each year.
- 2. Other Reporting Requirements
 - a. The provider shall report to the DPS the results of the user evaluations conducted in accordance with §IV.C.32.
 - b. The provider shall provide monthly summary reports to the DPS regarding numbers,

topics, and resolution of complaints received. Copies of all individual complaint records for the month will be sent with the statistics.

G. CONTRACT START-UP

The bidder shall describe a plan for implementing TRS by July 1, 2006. The plan should describe how the transition from the existing TRS carrier to a new contractor, if necessary, will be accomplished. The plan shall allow time as necessary to notify and educate relay users about any changes which the transition may entail, and shall describe the procedure for notifying and educating users as needed. The plan shall also include a time line of critical dates for major steps in the implementation process from contract award to start date. There will be no separate payment to the contractor for costs associated with start-up.

H. TRANSITION TO A NEW PROVIDER

At such time as the relay service may be transferred to a new provider, bidder shall make every effort to ensure that the transfer takes place in a manner which prevents relay users from experiencing an interruption in service. The relay service and consumer service toll-free numbers or other telephone numbers shall be made available to the new provider, with the new provider paying any costs associated with the transfer.

I. UNSOLICITED FEATURES

This is an optional item. Any additional features not described elsewhere in the RFP which the bidder would like to propose should be fully described indicating how the feature would work, how it would improve the system, which users would benefit from the feature, and any other information which would allow evaluation of the feature.

V. PRICE PROPOSAL

A. PRICING

Prices in response to this RFP and ultimate reimbursement to the contractor will be based on a price per completed call minute, or "billable minute." A billable minute shall include the time the calling party is connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number. A billable minute does not include time in queue (call is ringing, waiting for a live answer), call set-up, call wrap-up, multiple calls required to handle calls reaching an answering machine or voice menu, or calls that have reached numbers that are busy or receive no answer.

Bidders will complete the attached Price Quotation sheet, indicating a price per billable minute for the listed call volume ranges for each of the four possible contract years.

B. START-UP EXPENSES

The DPS will not pay any lump sum for start-up expenses or expenses incurred in the preparation of the bid proposal.

C. PRICE QUOTATION

All bidders are expected to fill out the enclosed Price Quotation A—Price Per Billable Minute sheet completely. All bidders are expected to fill out the Price Quotation—Pricing of Additional Features and Services sheet with respect to the bidder's proposed outreach program, and any features which are not currently provided and are, therefore, priced separately. All prices contained in the sheets shall be binding on the bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counter offers will be accepted. The DPS reserves the right to reject all bids.

In addition to Price Quotation A, a second form, Price Quotation B—Pricing of Additional Features and Services, is provided for pricing any desirable features proposed by bidders.

D. TRAFFIC INFORMATION

VTRS call statistics for September, 2005, were as follows:

	<u>Calls</u>	<u>Minutes</u>
Total:	4,599	17,430
Intrastate:	4,169	15,045
Interstate:	430	2,385
International:	0	0

Captioned Telephone Minutes

Total:	5,624
Intrastate	4,348
Interstate	1,276

Vermont Department of Public Service
Proposal to Provide Telecommunications Relay Service in Vermont

PRICE QUOTATION A
*Price Per Billable Minute**

<i>Billable Minutes</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>
15,000 - 19,999				
20,000 - 24,999				
25,000 - 29,999				
30,000 - 34,999				
35,000 - 39,999				
40,000 - 44,999				
45,000 - 49,999				
50,000 +				

Name_____

Title_____

Signature_____

Company_____

*Billable minute means intrastate completed minutes (see § V.A).

Vermont Department of Public Service Proposal to Provide Telecommunications Relay Service in Vermont

PRICE QUOTATION B
Pricing of Additional Features and Services

<i>Feature or Service</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>

VI. BIDDER RESPONSE REQUIREMENTS

A. FORMAT

In response to this RFP, each bidder is required to submit a proposal organized into seven clearly identified sections in the following order:

- A. Transmittal letter
- B. Checklist & certifications (form provided)
- C. Index
- D. Technical proposal
- E. Price proposal (form provided)
- F. Attachments
- G. Protective agreement (optional)

Six copies of the completed proposal should be submitted. One of the six should be clearly labeled “Master” and contain all original signatures.

Proposals should be submitted in three ring binders.

Each page of the proposal should be numbered consecutively with the transmittal letter as Page 1.

In the top or bottom margin of each page, the company name should be identified.

Proprietary material should be printed on colored paper different from the non-proprietary material.

B. TRANSMITTAL LETTER

The transmittal letter should state that the response to the RFP represents a binding offer and that the bidder intends to comply with all requirements of the RFP. Such positive statements notwithstanding, if in the body of the proposal, the bidder indicates either lack of response or technical non-compliance with the RFP, the bid may be rejected. The transmittal letter should be signed by the bidder or an officer of the bidder legally authorized to execute contractual obligations (see also § II.F).

C. CHECKLIST AND CERTIFICATIONS

The transmittal letter should be followed in the proposal by the checklist and certifications. Each item in the checklist must be initialed by the person who signed the transmittal letter, indicating that the item has been included in the proposal and accurately represents company information or commitments. Each certification must also be initialed. A bid contact person should be designated on this form.

Certification of four specific forms of non-collusion is required:

- 1. In certification 1, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure the proposed contract based upon an

agreement or understanding for a commission, percentage, brokerage, or contingent fee.

2. In certification 2, the bidder warrants that except for proposed subcontracts or a joint proposal, the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor for this procurement.
3. In certification 3, the bidder warrants that unless otherwise required by law, the prices submitted have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or to any competitor, nor will they be disclosed prior to the award of the contract.
4. In certification 4, the bidder warrants that no attempt has been or will be made by the bidder to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition.

D. INDEX

The index shall identify the page number on which each element of the proposal is contained. Items in the checklist must be indexed as a block in the same order as they appeared in the checklist. Any other items to be indexed should appear in the index either before or after the checklist block.

E. TECHNICAL PROPOSAL

The technical proposal shall present a full and complete description of how the bidder will carry out the requirements set forth in § IV, covered in sufficient detail for complete understanding and evaluation.

F. PRICE PROPOSAL

The provided "Price Quotation" forms are self-explanatory (see § V). The bid prices are fixed for the term of the contract. Estimates will not be accepted. Payments will be based upon contracted services actually performed in accordance with the prices bid in the price proposal.

G. ATTACHMENTS

The documents which must be included with the proposal as attachments are identified in the checklist.

ATTACHMENT A: CHECKLIST AND CERTIFICATIONS
VERMONT DEPARTMENT OF PUBLIC SERVICE
VERMONT TELECOMMUNICATIONS RELAY SERVICE PROPOSAL

All bidders are required to provide a response to every item on this form. Failure to do so may result in rejection of the proposal as nonconforming. Each response requires the *initials* (not a check mark) of the corporate principal (authorized to commit the company to the work proposed) signing this transmittal form and other proposed documents requiring signature.

A. REQUIRED CERTIFICATIONS:

1. I certify that no “finder’s fee” has been paid to an individual or agency.
2. I certify that bid prices were arrived at without consultation with other bidders.
3. I certify that bid prices have not been knowingly disclosed.
4. I certify that no attempt has been made to suppress competition for this RFP

CERTIFICATION

Signature

Name

Title

Date

B. CHECKLIST

<i>RFP Reference</i>	<i>Item</i>	<i>Initial</i>
VI.B	Transmittal letter	_____
VI.C	Checklist & Certifications	_____
VI.D	Index	_____
VI.E; IV	Technical proposal	_____

VI.F; V

Price proposal

III.C	Request for confidentiality of information	_____
III.D	Bidding company information	_____
III.E	Disability representation	_____
III.F	Subcontractor usage	_____
III.G	Contract management	_____
III.I	Financial history	_____
III.J.	Experience & customer references	_____
III.O	Center location information	_____
IV.B	Statement of commitment to comply with FCC regulations	_____
IV.C.5.d	Disaster recovery plan	_____
IV.C.8	Current staffing & recruiting plan	_____
IV.C.9	Disability awareness training plan	_____
IV.D.6	Complaint resolution procedures	_____
IV.D.9	Outreach program description	_____
IV.D.10	Consumer input plan	_____
IV.E.1.F	CA proficiency exam	_____
IV.E.2	CA training plan	_____
IV.E.4.d	Confidentiality policies	_____
IV.E.6	CA counseling program	_____
IV.E.8	CA policy & procedure manual	_____
IV.F.1.h	Reporting format	_____

C. DESIGNATED CONTACT

Name : _____

Company : _____

Address : _____

Telephone : _____

ATTACHMENT B: STANDARD PROTECTIVE AGREEMENT

STATE OF VERMONT

PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of "Lifeline" telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)

PROTECTIVE AGREEMENT

THIS AGREEMENT is dated as of _____, 20__, and is by and among _____ ("the Company") and the State of Vermont Department of Public Service (the "Department" or "DPS") and any other below-signed parties, the names of which are set forth on the signature pages to this Agreement (the Company and the Department, and any other party to this Agreement, are sometimes referenced herein, where the context requires, as "Party," and collectively as the "Parties");

WHEREAS, the parties desire to cooperate in the provision of information relevant to this "bid and contract" and the ensuing Docket before the Vermont Public Service Board (or other Docket, if any, opened by the Board), with respect to approval of the proposed Contract and matters relating thereto;

WHEREAS, the Department and the Company have entered into interaction regarding a Request for Proposal and contract for telecommunications relay services under Section 218a of Title 30 of the Vermont statutes annotated ("the bid and the contract") and it is important that the Company provide the Department with information regarding its financial history and operations;

WHEREAS, the Company has information pertinent to "the bid and contract" and the ensuing Docket that it has or may be asked to provide to the Department or to the Parties, which the Company believes could result in financial and/or competitive harm to the Company if they are required to disclose such information to the public and which information the Company believes to be proprietary, privileged, confidential or in the nature of a trade secret (such information is herein referenced as "Allegedly Confidential Information" and as specifically described on Schedule I hereto, which Schedule may be amended only in accordance with the terms of this Agreement);

WHEREAS, The Company desires to disclose Allegedly Confidential Information only to

Parties that have executed Schedule IIa or Schedule IIb, as appropriate, to this Agreement or, in certain situations, only to the Board or the Department for review in accordance with this Agreement; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure to Parties, the Department, and/or the Board of Allegedly Confidential Information and, to the extent disclosed to a Party hereunder, to hold such Allegedly Confidential Information in confidence as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. If the Department agrees to treat specific information to be provided by the Company in the “bid and contract” and ensuring Docket before the Board (which, for purposes of this agreement is defined to include any other docket, if any, opened by the Board to consider the Contract) as Allegedly Confidential Information, the Company will submit to the Board and all Parties a copy of Schedule I, as from time to time revised in accordance with the terms of this Agreement, which identifies each such item of Allegedly Confidential Information and is signed or initialed by the Department to evidence its agreement to treat as Allegedly Confidential Information. This Agreement applies only to that information which The Company and the Department agree will be treated as Allegedly Confidential Information and listed on Schedule I. Schedule I may only be amended by agreement of the Company and the Department.

2. The Department may obtain Allegedly Confidential Information by submitting to The Company’s counsel Schedule IIa attached hereto, which incorporates by reference this Protective Agreement. If such a request is made for Allegedly Confidential Information, The Company, through its counsel, will provide one copy of the Allegedly Confidential Information sought to the Department, or otherwise make such Allegedly Confidential Information available. The Department will afford access to the Allegedly Confidential Information only to its employees who have executed Schedule IIa to this Agreement and returned same to The Company’s counsel.

3. A Party other than the Department (which may include members of the Vermont Telecommunications Relay Service Advisory Council established pursuant to 30 V.S.A. § 218a) may

obtain Allegedly Confidential Information by submitting to the Company's counsel the Protective Agreement attached hereto as Schedule IIb, and its request by Schedule III. If such a request is made for Allegedly Confidential Information, the Company, through its counsel, will provide one copy of the Allegedly Confidential Information sought to such Party, or otherwise will make such Allegedly Confidential Information available to such Party, except those documents or portions thereof excised based on legal objection and duly noted by counsel for the Company, including, but not limited to, objections based on relevance, privilege, or discovery that is burdensome, cumulative or requires disclosure of confidential commercial information or trade secrets. Each such Party will afford access to the Allegedly Confidential Information only to such employees, consultants, and other representatives who have executed Schedule IIb and are named in Schedule III to this Agreement and returned same to the Company's counsel.

4. Documents containing or incorporating Allegedly Confidential Information to be offered in evidence under seal may be copied as necessary for that purpose. The Parties' counsel, personnel and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Allegedly Confidential Information, but only as necessary for preparation for proceedings in "the bid and contract" and the ensuing Docket. Such notes shall be treated the same as the Allegedly Confidential Information from which the notes were taken and shall not be used for any purpose other than as specified herein.

5. No Party that has executed this Agreement, and no person representing such Party, that is afforded access to the Allegedly Confidential Information shall use the Allegedly Confidential Information for any purpose other than the purpose of preparation for and conduct of this Docket, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such person shall keep the Allegedly Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement. Nothing in this Agreement precludes the Department from using Allegedly Confidential Information obtained hereunder either to seek a Board investigation (provided that the Department continues to treat such Allegedly Confidential Information as confidential pursuant to the protective terms of this Agreement) or request that the Allegedly Confidential Information or similar information be provided by the Company in any other context.

6. No persons other than those who have signed or agreed to be bound by this Agreement shall be permitted to hear or review testimony given with respect to the Allegedly Confidential Information.

7. At any Board hearing or conference in this proceeding, no witness, other than the Company witnesses, may be questioned with respect to the Allegedly Confidential Information unless that person has read this Agreement and has agreed to be bound by its terms.

8. Each Board stenographer or reporter in this proceeding shall sign and be bound by this Agreement.

9. Each Board stenographer or reporter shall be instructed to and shall start a separate transcription for testimony or discussion on the record of the Allegedly Confidential Information. Such transcription shall be marked "Confidential" and sealed and filed with the Board, and copies of the same shall be made available only to those persons who have signed or agreed to be bound by this Agreement.

10. Upon completion of the "bid and contract" process and the ensuring Docket (with respect to approval of the Contract), including administrative or judicial review thereof, each Party that has received a copy of the Allegedly Confidential Information, and each person representing such Party, shall return the Allegedly Confidential Information to the Company's counsel, except for those portions of the Allegedly Confidential Information that have been made part of the public record in the "bid and contract" process and the ensuring Docket (with respect to approval of the Contract) or in appeals of any order or ruling therein. Any notes taken regarding, and documents or information in any form incorporating Allegedly Confidential Information shall be destroyed. On or before sixty (60) days after final decision or judgment in this Docket (or appeal from any ruling or order therein) is rendered, each person who has executed this Agreement or Schedule IIa or Schedule IIb hereto shall advise the Company in writing that the requirements of this Section 10 have been met.

11. No signatory hereto shall assign to any other person its rights or obligations hereunder, and any such assignment by any signatory of the rights and obligations hereunder shall be null and void.

12. An individual's access to Allegedly Confidential Information ceases upon termination of employment with a Party, and any individual who terminates employment with a Party who has executed this Agreement or Schedule IIa or Schedule IIb shall continue to be bound by its terms.

13. This Agreement is made under and shall be governed by the laws of the State of Vermont.

14. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to the “bid and contract” process and the ensuing Docket to at any time contest any assertion or to appeal any finding that specific information is or should be Allegedly Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge and object to the admissibility of any and all Allegedly Confidential Information furnished by the Company under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Allegedly Confidential Information submitted under this Agreement or under protective order issued by the Board pursuant to this Agreement, removed from the coverage of this Agreement or order.

15. The foregoing provisions of this Agreement notwithstanding, this Agreement shall in no way be deemed to constitute a waiver by the Company of its right to protect the disclosure of Allegedly Confidential Information to the full extent allowable by applicable law, in the event that the Board or a Hearing Officer in the “bid and contract” process and the ensuing Docket proceedings should rule that any information is not appropriate for inclusion in a sealed record, or should be disclosed to a Party where the Company has objected to such disclosure under paragraph 3 of this Agreement, the Parties agree that at the request or upon the motion of the Company seeking protection of such information from disclosure, such information will not be disclosed under the later of five business days after the Board so orders, or, if the Company files an interlocutory appeal or requests a stay of such order, the date upon which such appeal or request is decided; provided, however, that said periods may be extended in accordance with any stay ordered by the Board or a reviewing court.

16. The Parties will promptly submit to the Board a proposed Protective Order in the form attached hereto as Schedule IV that, if adopted, will set forth the procedure for treating Allegedly Confidential Information in a sealed record.

17. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of this Agreement.

18. This Agreement may be amended or modified only by a written document signed by the Parties hereto.

19. The Parties have entered into this Agreement in order to expedite the production of information, to minimize the time spent in discovery disputes, and to facilitate the progress of this investigation to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of that Party's statutory right to information, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.

20. Information designated by the Company as Allegedly Confidential Information pursuant to this Agreement which a Party also obtains independent of this Agreement is not subject to this Agreement.

21. The Company shall not seek the disqualification of any Department employee, consultant, or other representative as to any authorized Department activity, on the grounds that such employee reviewed information provided hereunder.

COMPANY:

By: _____

Title: _____

VERMONT DEPARTMENT OF

PUBLIC SERVICE:

By: _____

Sarah Hofmann, Special Counsel

STATE OF VERMONT
PUBLIC SERVICE BOARD

SCHEDULE I

Investigation into the adoption and)	
implementation of "Lifeline" telephone)	Docket No. _____
rates as it relates to Contract for)	
Telecommunications Relay Service)	

DOCUMENTS TO BE TREATED AS ALLEGEDLY
CONFIDENTIAL INFORMATION

SCHEDULE IIb

STATE OF VERMONT
PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of "Lifeline" telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)

I, _____(name), serve as
_____(title or advisory capacity) to the Department of Public Service
("DPS) in the above-captioned proceeding before the State of Vermont Public Service Board. In
connection with the work done for _____ (Party), I request to be given access to certain
Allegedly Confidential Information of _____ (the Company) under a Protective
agreement dated as of _____, 20__ by and among the Company, the Vermont
Department of Public Service, and other Parties, as defined therein. A copy of that Protective
Agreement has been delivered to me. I have read this Agreement and agree to comply with and be
bound by its terms.

Dated:_____ Signature_____

SCHEDULE III

STATE OF VERMONT
PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of "Lifeline" telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)
)

The undersigned Party hereby requests that the Allegedly Confidential Information described below be furnished pursuant to the Protective Agreement dated as of _____, 20__ by and among _____ (the Company), the Vermont Department of Public Service, and other Parties, as defined therein, to the following person on behalf of _____(Party):

Name:

Address:

Title:

Description of Employment Responsibilities:
(or Advisory Responsibilities to Party)

Description of Allegedly Confidential Information to be
Provided: (attach description as Schedule A if more room is necessary)

Said person has read the Protective Agreement, executed the form designated as Schedule IIa or IIb to that Agreement, and agrees that Schedule IIa (or IIb) does not authorize his/her access to the Allegedly Confidential Information until it is executed, delivered to and approved by _____, counsel to the Company.

PARTY:_____

Dated:_____ Signature_____

Name:

Title:

REQUEST FOR PROPOSALS
TO PROVIDE
TELECOMMUNICATIONS RELAY SERVICE
TO VERMONT

Issued by:
The Vermont Department of Public Service
112 State Street
Montpelier, VT 05620-2601
March 8, 2010

VERMONT DEPARTMENT OF PUBLIC SERVICE
REQUEST FOR PROPOSALS
VERMONT TELECOMMUNICATIONS RELAY SERVICE

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I. INTRODUCTION

In 1988, the Austine School for the Deaf in Brattleboro, Vermont, began operation of a part-time voice relay system for the speech and hearing impaired in the state. In 1991, the Vermont General Assembly mandated the establishment of a permanent statewide telecommunications relay service for the state's Deaf, hard-of-hearing, and speech-disabled citizens and charged the Vermont Department of Public Service to establish standards for the service, consistent with the standards set by the Americans With Disabilities Act of 1990 (ADA), and to contract for relay services after a competitive bidding process and Public Service Board (PSB) approval.

AT&T was awarded the contract for the Vermont Telecommunications Relay Service (VTRS) beginning in 1991. AT&T competed successfully for two additional contract cycles in 1994 and 1998. Sprint was awarded the contract for VTRS beginning July 1, 2002, completed the contract cycle ending in June 2006, and is currently contracted to provide service through June 30, 2010.

The Vermont State program for telecommunications relay service was certified by the Federal Communications Commission 1993, and certification was renewed in 1998, 2003 and 2008.

As the current contract with Sprint nears its end, the Department of Public Service (DPS) seeks proposals to provide services to Vermont beginning July 1, 2010, through June 30, 2012, with an option for two additional years through June 30, 2014, for either one or both of the following services, be –

- intrastate telecommunications relay services and/or
- captioned telephone service

II. GENERAL INFORMATION

A. ISSUING OFFICE

This Request for Proposals (RFPs) is issued by the Vermont Department of Public Service (DPS). DPS is the sole point of contact concerning this RFP. All communication and inquiries concerning this RFP should be addressed to: Tamera Pariseau, Administrator of Consumer Affairs & Public Information, Vermont Department of Public Service, 112 State Street, Montpelier, Vermont 05620-2601, (802) 828-5262, email tamera.pariseau@state.vt.us.

B. PURPOSE

This RFP is issued in order to contract for the following:

- § A full-service, confidential, statewide, 24-hours-per-day, seven-days-per-week telecommunications relay service (TRS) that is economically feasible and that satisfies or exceeds the minimum specifications contained herein. The intended contract term is two years with an option to renew for an additional two years; and
- § Outreach to TRS users, potential users and the public for the purpose of informing these populations concerning the availability, function, and features of TRS and gathering feedback about the quality of the service;

and/or

- § A full-service captioned telephone service operated as a confidential, statewide, 24-hours-per-day, seven-days-per-week service that is economically feasible and that satisfies or exceeds the minimum specifications contained herein. Captioned telephone service may be bid as a separate contract from TRS, or bid together with TRS. Both services together shall be called the Vermont Telecommunications Relay Service (VTRS), regardless of whether there are separate vendors for each service. The intended contract term for captioned telephone service is two years with an option to renew for an additional two years; and
- § Outreach to captioned telephone users, potential users and the public for the purpose of informing these populations concerning the availability, function, and features of captioned telephone service and gathering feedback about the quality of the service. Outreach on captioned telephone service must be bid separately from Outreach on TRS only if the bidder is submitting a separate bid for captioned telephone service. Bidders for both services together must include in their bids Outreach for both TRS and captioned telephone service.
- § Preference will not be given to bids submitted for both services together, over those bids submitted separately by one bidder for TRS and captioned telephone service.

The performance specifications on the following pages should be considered as basic requirements with no intent to constrain bidder creativity. The goal is a cost-beneficial VTRS that will provide equal access to public telephone service to deaf, hard-of-hearing, and speech-disabled subscribers in Vermont.

C. SCOPE

This RFP contain instructions governing the proposal(s) to be submitted and the material to be included, mandatory administrative and operational requirements that a bidder must meet to be eligible for consideration, and specific instructions for proposal submission.

D. SCHEDULE OF ACTIVITIES

(DPS reserves the right to change this schedule.)

March 8, 2010	Request for proposals issued
March 23, 2010	Letters of intent due from potential bidders
March 23, 2010	Questions (if any) due in writing from potential bidders
April 8, 2010	Written answers to bidder questions distributed to all bidders who have filed letters of intent
April 29, 2010	Proposals due from bidders
May 21, 2010	DPS notification of contract(s) award to winning bidder(s), and notification to Public Service Board
July 1, 2010	New contract begins

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the bidder only up to the established due time and date, at which time they will be considered final.

F. BINDING OFFER

A proposal submitted in response to this RFP shall constitute a binding offer, until approval by the DPS of a finalized contract. Acknowledgment of this condition shall be indicated by the signature in the Transmittal Letter of the bidder or an officer of the bidder legally authorized to execute contractual obligations.

G. BID PRICES

Pricing must be firm. No estimates or contingencies are allowed. All bid prices submitted in response to this RFP must be the bidder's "best and final" offer.

H. BIDDING COSTS

The DPS is not liable for any costs incurred by bidders prior to issuance of a legally executed contract. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

I. RFP RESPONSE MATERIAL OWNERSHIP

All material, except proprietary information, submitted regarding this RFP becomes the property of the DPS. All submitted responses may be reviewed by any person after the contract has been signed. The DPS reserves the right to use any or all information/material presented in reply to this RFP, subject to limitations outlined in ' III.C., Proprietary/Confidential Information, and including the right to destroy any information at the discretion of the DPS. Disqualification of a bidder does not eliminate this right.

J. REJECTION OF PROPOSALS

The DPS reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal if deemed in the best interest of the VTRS.

K. NEWS RELEASES

News releases pertaining to this RFP, contract(s) awarded, or VTRS operations shall NOT be made without prior written approval from the DPS.

L. AWARD OF CONTRACT

Selection of the winning bidder(s) will be made based on the sole opinion of the DPS that the proposal(s) submitted will be the most advantageous to Vermonters and VTRS. The DPS is not obligated to select the lowest price bidder.

M. AWARD WITHOUT DISCUSSION

The DPS reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate

manner possible.

N. CONTRACT DOCUMENT

After notification of acceptance, the DPS will require the successful bidder(s) to sign a contract(s) with the DPS that will include the following elements:

1. The Terms and Conditions;
2. The bidder's Proposal(s) in response to this RFP, with amendments, if any; and
3. The RFP specifying the service(s) the bidder will be providing.

All of the above items together, including any modifications or clarifications, will constitute a complete contract.

O. CONTRACT CANCELLATION

The DPS reserves the right to cancel any contract(s) resulting from this RFP, for cause, as will be defined in the Terms and Conditions of the final contract(s).

P. CONTRACT DURATION

This RFP request a proposal for services to be offered under a two-year contract, with an option to renew for two additional years. The terms of the option will be detailed further in the contract, but will include at least the following:

1. Contractor must give notice of election to exercise the option not more than ten months and not less than eight months prior to the expiration of the second year of the contract.
2. Eligibility to exercise the option will be conditioned upon two DPS findings: (a) that there has been adequate performance, including full compliance with the terms of the contract, prior to the contractor's giving of notice that it wishes to exercise the option; and (b) that no material amendments, to which the contractor declines to agree, are necessary for quality provision of services.
3. Any increase in price for any component of the contract that is proffered with the option to renew may, at the discretion of the DPS, result in denial of the contractor's option to renew the contract for an additional two years, in which case a new RFP for services so contracted.

Q. CONTRACT MODIFICATION

It is possible that Federal Communications Commission (FCC) decisions; administrative, judicial or legislative decisions; or changes in technology or market conditions may make it necessary or desirable to modify the contract. Procedures for modification will be defined in the contract document.

R. LIMITED LIABILITY

The DPS assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save and hold the DPS and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts,

damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the notification of a service provider to the PSB and any action brought by an unsuccessful prospective service provider.

S. VENUE

The laws of the State of Vermont, U.S.A., shall govern in connection with this RFP and the formation, performance and the legal enforcement of any resulting contract.

III. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL SUBMISSION

Proposals are to be submitted to:

Tamera S. Pariseau
Administrator of Consumer Affairs & Public Information
Vermont Department of Public Service
112 State Street
Montpelier, Vermont 05620-2601

To be considered, proposals must be received by DPS on or before 4:00 p.m., April 29, 2010. No proposals will be accepted after this time. Bidders mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal(s) by the time specified. The proposal package shall be delivered or sent by certified mail to the DPS address listed above. Proposals will not be accepted by fax.

An original and four copies of the proposal(s) must be submitted. In addition, bidders shall submit an electronic copy of their proposal(s), excluding attachments that are not available electronically, by the due date and time. Electronic proposals may be submitted by email to tamera.pariseau@state.vt.us, or may be included in Word (read only) or PDF format on a CD or diskette submitted with hard copies.

B. LATE PROPOSALS

Late proposals will not be accepted. It is the responsibility of the bidder to insure that the proposal(s) is/are received by the DPS on or before the proposal due date and time.

C. PROPRIETARY/CONFIDENTIAL INFORMATION

Any restrictions on the use or inspection of material contained within any proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the bidder under separate cover, for and with each proposal submitted by the bidder.

Proprietary/confidential information must be printed on colored paper different from the non-confidential material in each proposal, and clearly identified and easily separated from the rest of the proposal. Proprietary information, if any, will be handled by the DPS in accordance with its Standard Protective Agreement (Attachment B). Proprietary information submitted electronically should be contained in separate files from non-proprietary information, and the

filing naming should clearly indicate the presence of confidential material.

D. BIDDING COMPANY

If a bidder is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal. If a bidding company is independently owned, the name, main office address, and tax identification number of the bidding company shall be provided in the proposal(s).

E. DISABILITY REPRESENTATION

Bidder shall indicate experience with staff and customers who are disabled, and how such experience will affect the proposed service. A review of company performance of services to people with disabilities is requested. Explain the bidder's commitment to recruiting and hiring people with disabilities, and the extent to which people with disabilities are represented in the organization's management and board of directors.

F. SUBCONTRACTORS

Planned use of subcontractors shall be clearly explained in the proposal(s), including terms of any subcontract. Bidders must include a copy of any proposed subcontract(s) with the proposal(s), if available. All subcontracts must comply with the bidder certification requirements in ' III.M. The prime contractor(s) shall be responsible for all contract performance, whether or not subcontractors are used. The only contact with the DPS will be with the prime contractor(s).

G. CONTRACT MANAGEMENT

Bidders shall state how the contract(s) will be managed to assure compliance and the satisfaction of the DPS, and the Advisory Council. Responsible individuals should be identified by name, title, and description of function.

H. NON-COLLUSION

Bidders shall affirm that each proposed bid price has been arrived at independently without collusion, consultation or communication with any other bidder or with any competitor; the said bid price was not disclosed by the bidder and was not knowingly discussed prior to submission, directly or indirectly, with any other bidder or with any competitor; and no attempt was made by the bidder to induce any other person, partnership or corporation to submit or withhold a proposal for restricting competition.

I. FINANCIAL HISTORY

To allow the DPS to evaluate the financial responsibility of bidding companies, the following items shall be submitted with each proposal for the bidding company and its parent company:

1. Audited Financial Statement or 10K Report for the most recent two (2) years, including at a minimum:
 - a. statement of income and related earnings;
 - b. cash flow statement;
 - c. balance sheet, and

- d. opinion concerning financial statements from a CPA.
2. Primary banking source letter of reference.

This financial information also is required of any subcontractor that is expected to receive more than ten (10) percent of the value of each contract.

J. EXPERIENCE AND CUSTOMER REFERENCES

Bidders shall submit a listing of all current and past contracts to provide TRS and/or captioned telephone service. For each of these contracts the following information should be presented: (1) term of the contract; (2) location of the relay center(s) providing service; (3) current monthly call volume, or monthly call volume at contract termination if contract is not current; and (4) name and telephone number of the contact person in the contracting entity. For each relay center it operates, bidder shall also list the contracts served and the monthly call volume.

K. ORAL PRESENTATION/SITE VISITS

Bidders may be asked to make oral presentations or to make their facilities available for a site inspection by the DPS. Any clarifications to a bid response resulting from these sessions will be in writing and will be incorporated in the bid response.

L. CONTRACTOR PERFORMANCE BOND

Contractor(s) will be required to furnish a performance bond equal to the total projected annual price of the first year of each contract.

M. BIDDER CERTIFICATIONS

1. Each person signing a proposal certifies that he or she is the person in the bidder's organization responsible for, or authorized to make, decisions as to the prices quoted and that he or she has not participated, and will not participate, in any action contrary to the non-collusion requirements in ' III.H.
2. Non-discrimination:
 - a. During the duration of any contract awarded as a result of bids submitted under this RFP, each contractor and its subcontractors shall comply with the requirements of Vermont's Fair Employment Practices Act, 21 V.S.A. ' ' 495, 495a–f, and 495h, as it may be amended by the legislature. Vermont's Fair Employment Practices Act now prohibits, in the absence of a bona fide occupational qualification, specified employment-related decisions and actions based upon an individual's race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age (18 years and over), HIV status, or physical or mental condition.
 - b. During the duration of any contract awarded as a result of bids submitted under this RFP, each contractor and its subcontractors shall also comply, in the provision of the services contracted for, with Vermont's statutes, as they may be amended by the legislature, prohibiting discrimination in public accommodations, 9 V.S.A. ' ' 4501–4507. Such public accommodations laws now prohibit withholding or denying any

accommodations, advantages, facilities or privileges of the place of public accommodation from a person based upon race, creed, color, national origin, marital status, sex, sexual orientation, or real or perceived handicap unless otherwise permitted by law.

- c. During the duration of any contract awarded as a result of bids submitted under this RFP, each contractor and its subcontractors shall also comply, in its employment practices and in the provision of services under each contract, with all applicable federal antidiscrimination laws, including among others Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, as amended in 2008.
 - d. Contractor(s) shall include the above nondiscrimination provisions and requirements in all subcontracts to perform work under each contract.
3. Personnel: Contractor(s) shall not knowingly engage on a full-time, part-time, or other basis (except on a volunteer basis) during the period of each contract, any individual involved in preparation of this RFP, or the selection and/or award of any contract.

N. COMMENCEMENT DATE

Service must commence on July 1, 2010.

O. LOCATION OF CALL CENTER(S)

TRS and captioned telephone service bidders must state the location of the call center or centers that will provide service under each contract. For each center to provide service under a contract, bidder must list other states served and interstate services provided. The following information should be provided for each call center:

- X A brief history of the call center.
- X An organizational chart showing numbers and levels of employees, including numbers of Communications Assistants (CAs) employed.
- X A brief synopsis of experience and qualifications for each manager, by title.
- X The number of calls handled monthly by the center.
- X Current capacity utilization.
- X Expansion capability and plans.
- X Performance statistics by month for the past year, including daily average speed of answer (ASA), and daily percent of calls answered in ten seconds, blocked calls, and abandoned calls.
- X Complaint and commendation statistics for the past year.

P. PAYMENT

After the close of each month, each contractor will submit an invoice to the DPS for the previous month's work under the specific contract. The DPS will act expeditiously in forwarding the

invoice for payment to the State Finance Division.

IV. OPERATIONAL REQUIREMENTS

A. OVERVIEW

This section of the RFPs lists and describes the specific operational functions that fall within the scope of TRS and captioned telephone service (as used herein “relay service” means both TRS and captioned telephone service). The operational functions listed here are the elements that will be evaluated as the bidder's Technical Proposal. The Technical Proposal should be presented in the same order and numbered the same as in Section IV of the RFP.

B. COMPLIANCE WITH FCC REGULATIONS

The bidder must clearly state its commitment to be in compliance with FCC regulations and describe how it will assure that any changes to FCC regulations will be implemented expeditiously at the bidder's expense.

C. SCOPE OF SERVICE

TRS shall be designed to enable two-way communication between an individual who uses a text telephone (TTY) or other non-voice terminal device and an individual who does not use such a device. Captioned telephone service is designed to enable two-way telecommunication between an individual who uses a captioned telephone that allows both hearing and reading the other party's conversation and another individual. TRS also shall be designed to provide a means whereby a speech-disabled person may communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by the person.

The DPS is interested in providing the most cost-effective, efficient, and highest quality relay service possible. Each proposal shall include a comprehensive description of the methods used to satisfy the RFP requirements. All responses shall address in detail the following criteria.

1. Bidders for captioned telephone service shall disclose whether they will subsidize the cost of captioned telephones purchased by consumers privately or obtained through the Vermont Equipment Distribution Program (VTEDP). If so, bidders shall disclose the amount of subsidy for each phone so purchased or obtained through VTEDP.
2. Equipment (TRS and captioned telephone)
Furnish all necessary telecommunications equipment and software. The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise. TRS telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes at any speed generally in use, and shall be capable of automatically identifying incoming TTY signals as either Baudot or ASCII. All TRS equipment shall be compatible with industry-wide standards for TTYs.

3. System Design (both TRS and captioned telephone)

Bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls and projected call volumes.

The bidder shall demonstrate its capability to adapt to improvements in communications equipment technology and to implement state-of-the-art technology for provision of TRS and/or captioned telephone service.
4. TRS Toll-Free Numbers and 711 Access

Bidders for TRS shall indicate how retention of current VTRS toll-free numbers will be procured for the contract period beginning July 1, 2010, and how the bidder will ensure continuous access via 711 translations by local exchange companies to the bidder=s service.
5. Captioned Telephone Toll-Free Numbers

Bidders for captioned telephone shall indicate how retention of the current toll-free number for callers to reach CapTel users will be procured for the contract period beginning July 1, 2010, and....
6. Network Access (both TRS and captioned telephone)

The relay service will make available to consumers intrastate, interstate, and international calling, with only the cost of intrastate calls to be paid under the contract. Vermont is a one-LATA state.
7. Service Reliability (both TRS and captioned telephone unless otherwise specified)

The proposed relay service must be designed to meet the following reliability specifications:

 - a. Uninterruptible Power

The system shall provide uninterrupted power for a minimum of eight hours. The uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmentals (air-conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.
 - b. Switching System

Bidders must outline plans to ensure that no calls are dropped due to processor failure. Bidders must explain the built-in redundancies needed to maintain required levels of service in the event of preventative maintenance, power outage, or other causes that would shut down the processor.
 - c. Intercept Messages (TRS service only)

Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages shall be provided.
 - d. Disaster Recovery Plan

The bidder shall create and provide a complete plan for dealing with all types of natural and man-made problems. A primary requirement is to notify the DPS immediately if a major problem occurs, and the expected duration of the problem if possible. In addition, the plan should detail the steps that will be taken to deal with problems and restore service.

8. Service Expansion (both TRS and captioned telephone)

Bidder will also show the capability of expanding services in response to increasing demand, up to the maximum call levels identified in the Price Quotation in ' V. Bidder shall develop and illustrate in each proposal a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, trunking capacity, CA work stations, personnel staffing, equipment capacity, and voice recognition software upgrades. The plan shall also indicate the time lag required to meet any increased call volume. The above plans shall be able to maintain all standards listed in this RFP. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

9. New Technology (both TRS and captioned telephone)

The user communities, the relay center, and the DPS should be allowed to benefit from advancing technology. Bidder will describe the methodology and process it will use to keep abreast of technological changes in the provision of service and to install new technologies as they become available. Bidder will agree to inform the VTRS administrator and the VTRS Advisory Council of the introduction of new technologies.

10. Providing Qualified Staff (both TRS and captioned telephone)

Each proposal shall include a plan to insure the active recruitment and hiring of people with disabilities including individuals who are deaf, hard-of-hearing, speech-disabled, and deaf-blind. Emphasis shall also be given to recruiting and hiring individuals with American Sign Language (ASL) and TRS and/or captioned telephone service experience, and with experience working within the deaf, hard-of-hearing, and/or speech-disabled communities. Each proposal must include:

- a. Statistics of employees with disabilities for the company as a whole and for the TRS and/or captioned telephone portion of the company separately.
- b. For the center or centers that will provide services for VTRS, identification of employees, by title, who have disabilities and employees who are deaf, hard-of-hearing, or speech-disabled.
- c. A hiring practices plan documenting outreach to deaf and disabled persons. DPS is especially interested in evidence of commitment to hiring disabled individuals in general, and deaf individuals in particular, for management positions.

11. Disability Awareness (both TRS and captioned telephone)

All relay center staff, including management, shall receive training in ASL "gloss" and grammar, deaf culture, speech disability issues, and ethics and confidentiality. Each proposal must include an outline of a staff training plan for disability awareness,

indicating training topics and time frames, as well as individuals or organizations representing the deaf community used to assist with the training.

12. Voice and Hearing Carryover (TRS only)

TRS contractor must provide both voice and hearing carryover capability. Voice carryover allows a hearing-impaired person with understandable speech to speak directly to a hearing person and receive the message typed back on the TTY. Hearing carryover allows a speech-impaired person with hearing capability to directly hear what the other party is saying and type back his or her message that is spoken by the CA.

13. Captioned telephone (captioned telephone only)

Caption telephone permits, on one standard telephone line, the user to both listen to what is said over the telephone line and simultaneously read captions, generated through voice recognition software, of what the other person is saying with no typing involved.

14. Speech-to-Speech (TRS only)

Contractor must provide speech-to-speech relay service. This is a form of relay that enables an individual with a speech disability to use his or her own voice or a speech synthesizer in order to engage in a TRS call. The service utilizes a CA with specialized training and ability in recognizing and relaying the speech of persons with speech disabilities to voice for the caller.

15. In-State Toll-Free Numbers (TRS only)

If the center or centers serving TRS is/are located outside of Vermont, bidder will describe the technology and/or procedures that will be used to call in-state and regionally restricted toll-free numbers, and to call the business offices of local telephone companies that have special prefixes identifying the call as toll-free. (Captioned telephone users can dial toll-free numbers directly without going through a relay center.)

16. Intrastate Toll Calls (TRS only)

Intrastate toll calls (those requiring a 1 to dial; does not include local measured service or pay-per-call services as described in § IV.C.26) placed through the relay service shall be billed to the caller at one-half the rate that would apply if the calls had been placed without the use of the relay service. That is, rates for intrastate TRS service shall be discounted 50 percent for all users of the TRS system. Bidder must provide a complete description of billing procedures for the intrastate toll discount including a statement of what entity will carry the call, what entity will bill the call, and what entity will receive the toll revenue for the virtual call. Bidder must provide a copy of the intrastate toll rates that will be billed to TRS users. (Captioned telephone users can dial toll-free numbers directly without going through a relay center.)

17. Interstate and International Calls (both TRS and captioned telephone)

Access to FCC certified, federally funded, interstate and international relay service will

be provided by VTRS.

18. Access to Interexchange Carriers (IXCs) and Operator Services (both TRS and captioned telephone)

Provider(s) will allow the TRS and/or captioned telephone user to choose his or her preferred interexchange carrier when placing toll calls. The TRS agent is not required to verbally offer the option to TRS users, but must describe the option when asked by a TRS user. An explanation of carrier of choice must be included in all appropriate TRS and captioned telephone publications and materials. The TRS provider must maintain a list of participating long-distance carriers and must, on an annual basis, mail to IXCs that do not participate a letter inviting them to become a part of TRS carrier of choice.

19. Billing Arrangements (both TRS and captioned telephone)

The capacity to charge relay users for collect calls, person-to-person calls, and calls charged to a third party is required. The capacity to bill any Vermont local exchange company calling card and any non-proprietary IXC calling card is required. For toll calls, the relay user shall be billed for conversation time (the time, in minutes and seconds, from the moment when the relay caller is connected with the called telephone number and the conversation begins, until the caller hangs up), not call set-up time, in between calls, and wrap-up time. The calls shall be billed from the city where the caller is to the city where the called party is, not to the relay center. The proposal must include a complete description of how users will be billed for all calls. This description will include the procedures for obtaining information from the local exchange companies, whether the billing will be performed in-house or contracted, a list of specific credit cards to which calls can be billed, and a sample bill format.

20. Charges for Services (both TRS and captioned telephone)

Calls using the relay service shall be at no cost to the person making the call, except for applicable intrastate or interstate tolls.

21. Answering Machine and Voice Mail Procedure (TRS only)

The following minimum procedures shall be used for processing TRS calls that reach an answering machine or voice mail:

- a. The CA will inform the caller when an answering machine or voice mail has been reached.
- b. When the TRS caller is a text user, and if the answering machine message is long, the CA will record the message and convey it to the TRS user in its entirety.
- c. The CA will relay the complete outgoing message verbatim including the option for the TRS caller to leave a message if stated on the outgoing message.
- d. The CA will leave the TRS caller's message (voice or text).
- e. The CA will confirm to the caller that the message has been left.
- f. The TRS caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the answering

machine message and/or to leave a message.

If the TRS caller reaches an answering machine or voice mail, if necessary the CA will record the voice announcement, and then relay the message back to the caller without having to call back each time to get the entire message. Once the TRS call is completed, the recorded message must be deleted. This may not work with voice menus.

22. Voice Menu Procedure (TRS only)

CAs shall, to the extent possible, convey the message to the text TRS user as quickly as possible in order to process the TRS call as quickly as possible. The TRS caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the voice menu message.

23. One-Line Answering Machine or Voice Mail Retrieval (TRS only)

TRS users must be able to call VTRS to retrieve voice messages from answering machines or voice mail without connecting to the third party. The relay agent will record messages from answering machines or voice mail and then relay the message back to the caller. Once the TRS call is completed, the recorded message must be deleted.

24. Call Billing Record (both TRS and captioned telephone)

Bidders must specify the system for identifying and documenting long-distance and toll calls for billing purposes.

Bidders must also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if any), how charges will appear on the end user's bill, and how confidentiality of customer identification information will be maintained.

25. Access to Local Exchange Company Enhanced Services (both TRS and captioned telephone)

Bidders will explain how a TRS and/or captioned telephone user will be able to use local exchange convenience services in conjunction with a relayed call. At least the following services should be addressed: call forwarding, three-way calling, and last number redial. If not currently available, bidders should describe steps that will be taken to enable the service to be provided to users and the anticipated time frame for accomplishing these steps.

26. Caller ID and VTRS Identification on Caller ID (both TRS and captioned telephone)

The provider shall explain the state of its ability to offer Caller ID. If the provider is unable to offer true caller ID, or in those instances in which true caller ID is unavailable on certain calls, the provider shall assure that its toll-free trunks/phone lines are registered with the local phone companies as AVT Telecommunications Relay Service® in order for Caller ID subscribers to view this label on their Caller ID boxes. The company's corporate name must not appear on Caller ID boxes when a subscriber receives a VTRS call.

27. Use of ANI (both TRS and captioned telephone)

- The bidder will explain how Automatic Number Identification (ANI) technology will be utilized so that no caller is required to give his/her originating number, except in instances where ANI information is not available from the local exchange carrier (LEC).
28. Mobile Radio, Paging, Cellular and Personal Communications Services Calls (TRS only)
- The bidder will explain its capability for handling calls originating and terminating via mobile radio, paging, cellular and PCS, including capability for appropriate billing for each type of call.
29. Access to 9xx and 8xx Pay-Per-Call Services (TRS only)
- The TRS bidder shall allow access to 9xx and 8xx number services that charge for usage. The TRS bidder must allow for billing of the end user for such pay per calls. Also, the TRS bidder must identify how it will determine if the end user's phone number is blocked from making such calls. The 50 percent discount rate for intrastate TRS calls does not apply to pay per calls. (Captioned telephone users can directly dial these types of calls.)
30. Customer Preference Database (TRS only)
- To assist in making TRS calls more efficient, the TRS provider shall provide a database of users' call preferences such as type of call, billing information, speed dialing, slow typing, carrier of choice, etc. This information will appear on the CA screen when a TRS user calls the relay center from the registered ANI. The TRS user must be able to provide information to create or modify his or her record online, by mail, or by phone via customer service personnel. This process should be efficient and easy for TRS users to access and understand.
31. VRS and IP relay services (TRS only)
- If the TRS bidder also provides video relay service (VRS) or Internet Protocol (IP) relay service, it shall describe the process it follows for assigning ten-digit numbers, including toll-free numbers, to VRS and IP relay users, as well as how it processes VRS and IP relay calls from unregistered users. Additionally the TRS provider shall describe the process for handling 911 calls placed through VRS and IP relay.
32. [Type of Transmission \(both TRS and captioned telephone?\)](#)
- The TRS bidder shall be able to process TRS calls made by digital and analog transmissions, including enhanced speed as developed by TTY manufacturers. Enhanced speed codes to be used in VTRS need to be well established nationally before they can be used in VTRS. An example of ubiquitous enhanced speed would be ATurbo Code® from Ultratec. Please indicate what type of enhanced speed will be used, if any, in the proposed relay platform.
33. Automatic Error Correction (both TRS and captioned telephone)
- Both TRS and captioned telephone bidders' systems shall be equipped with an automatic error correction function to automatically correct CAs' common typographical and/or spoken errors. Bidders shall briefly describe the error correction systems that will be deployed and give the size of dictionary used by the system.

34. Bilingual Services (TRS only)

The TRS bidder shall describe how it can provide full relay (not translation) services to users who have French or Spanish as their primary language, not English or ASL. The bidder should indicate the additional cost of the service described over the contract bid price, if any (do not include this service in the billable minute price in the Price Quotation A sheet in ' V.C.A.)

35. ASL to English Translation (TRS only)

TRS CAs must translate the typed language of TRS users whose primary language may be ASL or whose written English language skills are limited to conversational grammatically correct English. This is to assist in clearer understanding between the two parties. If text users instruct the CA to type verbatim, CAs will follow such instructions.

36. Community Outreach

Community outreach to users, potential users and the general public are an integral part of VTRS. Bidders for TRS and captioned telephone service shall describe how they will carry out, at a minimum, the following scope of work (bidders providing one bid for both TRS and captioned telephone service will describe how they will provide outreach for both services):

- a. Provide a visible presence in deaf community organizations and gatherings to hear feedback about TRS and/or captioned telephone service and to provide information about program enhancements and changes.
- b. Develop and widely distribute an appropriate range of printed material describing TRS and/or captioned telephone service to different users and potential users of the system(s).
- c. Maximize news and feature media coverage of TRS and/or captioned telephone service.
- d. TRS bidders: Publish at least two newsletters per year, both in hardcopy and electronic format, which may include information/articles on captioned telephone service.
- e. Utilize presentations and other interpersonal contact with all target groups to provide information and answer questions about TRS and/or captioned telephone service.
- f. TRS bidders: Create and implement a promotional plan for speech-to-speech designed to increase usage of that service, which is currently virtually unused.
- g. Produce and distribute promotional items to users and potential users in Vermont. Items may include, but are not limited to, magnets and pens. Bidders should propose the amount and type of items to be produced. Actual design of the items shall be undertaken in consultation with the VTRS advisory council, with final approval by the contract administrator. Promotional items shall be specific to Vermont and shall not be branded with the provider=s corporate identity or logo.
- h. TRS bidders: Maintain a website providing comprehensive information for users

and potential users about both TRS and captioned telephone service.

- i. TRS bidders: Work with local exchange companies to ensure that all telephone directories carry appropriate information about TRS including information about 711.

All materials shall be developed in consultation with the VTRS advisory council, with final approval by the contract administrator, except that nationally produced materials that are generic to the service may be made available for distribution in Vermont as appropriate and shall not require approval or consultation. Materials produced specifically for Vermont shall not be branded with the provider=s corporate identity or logo.

Bidders shall explain how they will provide staff for outreach activities, including whether an account representative and/or outreach person will be located in Vermont. If a representative will be located in Vermont, explain what percentage of that person's time will be devoted to TRS and/or captioned telephone outreach. If the bidder proposes using subcontractors to provide outreach activities, the bidder shall describe which subcontractor(s) they propose to use, and what percentage of and specific outreach activities they propose to subcontract. Note: the final bid price shall include all outreach subcontractor expenses, which shall not be itemized out as a line item.

37. Consumer Input

Bidders shall describe their plans to include TRS and captioned telephone users in the ongoing evaluation of the service(s). The plan should explain methods for gathering consumer input on a regular basis and a description of how the recommendations from these evaluations will be incorporated into the policies and procedures of the relay center.

The evaluations shall not come from those directly or indirectly involved in operating the relay center or its corporate associates. This does not preclude the provider from conducting additional internal evaluations that involve relay staff. The results of any consumer evaluations or surveys shall be reported to the DPS in a timely manner.

38. VTRS Advisory Council

The TRS bidder shall explain how it will work with and interact with the VTRS Advisory Council, composed of the following members: one representative of the DPS, who shall act as chair and who shall be designated by the Commissioner of DPS; one representative of the Department of Disabilities, Aging and Independent Living (DAIL), who shall act as vice-chair; two representatives of the deaf community; one member of the hard-of-hearing or speech-impaired community; one representative of a company providing local exchange service within the state; and one representative of an organization currently providing TRS.

The VTRS Advisory Council has been established by statute to Advise the Department of Public Service and the contractor for TRS on all matters concerning the implementation and administration of the state's telecommunications relay service.® The Council meets quarterly. The bidder should describe how it will actively solicit and incorporate input from the Council.

By statute, "The members of the Council who are not officers or employees of the state, shall receive per diem compensation and expense reimbursement in amounts authorized by ' 1010(b) of Title 32. The costs of such compensation and reimbursement, and any other necessary administrative costs shall be included within the contract...." The bidder should include all costs of the Advisory Council, including refreshments, interpreters, and travel and per diem costs, as part of its base price quotations, using a \$50.00 per diem rate. Four members of the Council receive per diem reimbursement.

39. Video Relay Service (VRS), Internet Protocol Relay (IP Relay), and Other Relay Modalities

Bidders shall indicate their capacity to provide VRS, IP Relay, and other forms or methods of relay service such as web-based captioned telephone service. Bids shall not be rejected due to the bidder's inability to provide VRS, IP Relay or any other relay method or modality. The DPS seeks this information as part of an overall assessment of bidder services, recognizing that, at present, these other services are reimbursed fully from the interstate TRS fund.

D. SYSTEM STANDARDS

The underlying standard of the relay system, including captioned telephone service, shall be to provide users access to the telephone network that is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone. To achieve that standard, the relay system must have the following characteristics.

1. Hours of Service

VTRS shall provide a consistent level of service 24 hours per day, seven days per week, 365 days per year.

2. Usage

No restrictions shall be placed on the length or number of calls placed by customers through the relay center.

3. Blockage Rate

No more than one percent of calls at the busiest hour will be unable to be delivered to the relay center network due to inadequate facilities. No more than one percent of calls may be blocked daily.

4. Answer Time and Promptness of Service

At least 85 percent of the calls will be answered by a Communications Assistant (CA) within ten seconds, measured daily. For TRS, no more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number.

5. Operator and Directory Assistance

TTY and captioned telephone users requiring operator assistance will be given the toll-free number for operator services for the deaf upon request. Users will be able to access local and long-distance directory assistance through TRS and captioned telephone service. Local directory assistance calls must be billed to end users at the same rates (or

less) that are billed by the local company serving the end user. Long-distance directory assistance calls must be billed at the TRS provider's tariffed rate (if required to be filed with the Vermont Public Service Board, or, alternatively, the rate in use by the TRS provider at the time of the directory assistance call) or at the tariffed rate of the carrier used for the long-distance directory assistance call. The Vermont Universal Service Fund shall not be billed for directory assistance calls other than for associated conversation minutes.

6. Complaint Resolution

The bidder shall fully describe procedures for handling complaints, inquiries, and comments regarding TRS and/or captioned telephone services and personnel. Relay center staff shall voluntarily offer the DPS Consumer Affairs & Public Information (CAPI) TTY Hotline/consumer complaints number when consumers indicate, directly or indirectly, that they are not satisfied with relay center staff response to their complaints. The procedure and the Hotline number shall be described in appropriate printed outreach material for both TRS and captioned telephone service.

The bidder shall describe how it will insure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still on line.

Bidder will certify that all complaints received from any source shall be documented (including their resolution), kept on file, and forwarded to the DPS on a monthly basis.

7. DPS Complaint Resolution Support

The successful TRS bidder shall provide the DPS CAPI Division with TTY equipment to enable DPS staff to communicate directly with TTY-using consumers who have complaints and inquiries. The TTY toll-free Hotline number must be displayed prominently on any print material developed specifically for Vermont by the successful TRS and/or captioned telephone service bidder. The successful TRS bidder shall also pay transportation and expenses for one training trip annually for one DPS staff or designated representative to become familiar with its relay operation, and be prepared to handle consumer complaints and other VTRS matters.

8. Conflict of Interest

To avoid the appearance of a conflict of interest, TRS and captioned telephone service bidders shall demonstrate in their bids that they will operate the service as an independent relay service. Bidders shall not use any information obtained from calls for any other services they may provide to users of the relay system and shall not make any such information available for sale.

9. Use of the Term "TTY"

The term "TTY" (rather than the term "TDD") and CapTel will be used consistently in the VTRS, when referring to a text telephone or captioned telephone, respectively. The term "text telephone" or "captioned telephone" may also be used in descriptive material.

10. No Corporate Branding of the Service

The Vermont Telecommunications Relay Service shall include both TRS and captioned

telephone service and shall not be branded with the corporate name(s) of the provider(s) unless specific written permission is given by the DPS contract manager.

E. TRS AND CAPTIONED TELEPHONE CA STANDARDS

1. Minimum CA Qualifications

Bidders shall specify how they plan to demonstrate that CAs meet all necessary proficiency requirements. TRS CAs shall be able to quickly and accurately type conversations. Both TRS and captioned telephone CAs will meet at least the following requirements, as appropriate:

- a. Basic skills in English grammar.
- b. A minimum typing speed of 60 words per minute.
- c. Minimum spelling skills, meaning the ability to quickly and easily spell words comparable to a beginning college level conversation.
- d. Diction, clarity, and formality of speech at a level appropriate to communication between business professionals.
- e. Ability to understand deaf people using limited English, ability to translate typewritten ASL into English, and ability to translate limited written English to correct English. TRS bidders shall demonstrate how they plan to train CAs in this regard. Furthermore, bidders shall indicate at what level they consider CAs to be fully trained in this capacity.
- f. The bidder shall require all prospective TRS CAs to take and pass a quantifiable, performance-based Relay CA Proficiency Examination. Captioned telephone CAs must take and pass a performance-based, quantifiable oral-to-text test. Any CA who cannot pass this examination within a three-month training period shall not be utilized as a relay CA. Bidder must submit a copy of the CA Proficiency Examination and/or oral-to-text test that will be used. If an exam does not currently exist, bidder must provide a detailed outline for an exam to be developed and a time frame for full development and implementation.

2. CA Training

Each bidder shall demonstrate how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan, including descriptions of required classes. The provisions for CA training shall include, but not be limited to, ASL Agloss® and grammar, deaf culture and etiquette, needs of speech-disabled users, operation of relay and/or captioned telephone telecommunications equipment, procedures, ethics and confidentiality, professional judgment, and Vermont-specific information such as pronunciation of town names and other conventions. Training shall include both simulated and live, online call handling.

Bidders on captioned telephone service shall demonstrate how captioned telephone CAs are trained on an ongoing basis to determine compliance with FCC accuracy guidelines.

Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech-disabled communities in the field of language interpreting, ASL and deaf

culture and speech disability. Alternatively, the bidder must demonstrate that such expertise exists on staff.

Bidders should include in the training plan provisions for ongoing CA training to refresh skills and inform and update CAs on issues and topics pertinent to the deaf, hard-of-hearing, and speech-disabled communities.

TRS trainees should be identified to both parties at the outset of each conversation.

3. Procedures for Relaying Communication

Both TRS and captioned telephone CAs must convey the full content, context and intent of the communication they translate. The key word is “intent.” Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures:

- a. TRS CAs shall identify themselves to a TTY user by number and gender at the beginning of each TRS call, and by number to a voice caller. Requests by TRS users for a CA of a particular gender shall be honored.
- b. For TRS calls, unless directed otherwise by the user, CAs shall translate into standard English the calls of users who have limited written English language skills so that hearing persons can understand the call and communication can occur. For both TRS and captioned telephone service the hearing person's English must be translated back into written English at a level that the deaf person can understand. TTY users may instruct the CA to voice in standard English or word-for-word that which the TTY user types.
- c. For captioned telephone calls, CAs must revoice verbatim all conversations by the party responding to or calling the captioned telephone user, and not intentionally alter a relayed conversation.
- d. TRS CAs shall, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice; captioned telephone CAs shall, to the best of their abilities, revoice the tone of voice of the party responding to or calling the captioned telephone user. Whenever possible, characterizing of tone will first be conveyed with descriptive words such as *Ayelling*, *Acrying*, *Aloud*, *Aquiet*, or *Aforeign accent*. These words shall be in parentheses or brackets. If it is clear to the CA that the tone of voice is more emotional than the descriptive sound words can provide, then the TRS CA can type something such as *A(sounds angry)* in addition to the descriptive sound words if it makes the conversation clearer. Such descriptions and other similar utterances shall be in parentheses or brackets, preceded by the word *Asounds*. The TRS contractor shall provide a comprehensive list of possible descriptive sound words as well as a possible list of emotional terms that will be used *A(sounds adjective)* for the VTRS administrator and Advisory Council to review. TRS CAs may also be creative in the ways that they may convey the hearing person's vocalizations to the TTY user. If the voice relay user *Agroans* or *Ahums* these could be relayed as *Apoooh* or *Ahmmm*. An excited *Ayes* may be relayed as *Ayesssss!!!* The TRS and/or captioned telephone service contractor should provide training in voice tone conveyances as part of the overall agent training.

- e. The captioned telephone service provider will whenever possible make improvements to the voice recognition software so as to ensure the accuracy of transcribed conversations to the captioned telephone user.
- f. TRS CAs shall keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, fax tone, recording or on hold.
- g. The TTY user shall have the option of telling the TRS CA what aspects of the call that he/she will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.
- h. The TRS CA shall type to the TTY user or verbalize to the non-TTY user all that is said when the call is first answered and at all times during the conversation, unless either party specifically requests otherwise. Likewise, captioned telephone CAs shall verbalize all that the other party says.
- i. When a TRS CA needs to explain relay to a hearing user, the CA shall also type A(explaining relay)@ for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay. Upon request by the user, the TRS CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall not indicate that the TTY user is deaf, hard-of-hearing, or speech-disabled unless the TTY user requests that information to be relayed. This requirement is not applicable to captioned telephone CAs because those users voice their own conversation to the other party directly.
- j. When speaking for a TTY user, the TRS CA shall adopt a conversational tone of voice appropriate to the type of call being made.
- k. TRS CAs shall indicate to the TTY user if another (hearing) person comes on the line.
- l. TRS and captioned telephone CAs will stay with a relay call for a minimum of ten minutes, with the exception that if a TRS CA is relaying a speech-to-speech call the CA will be required to stay with the call for a minimum of fifteen minutes. The bidder must describe procedures used for relieving CAs during a call, if necessary. Description should include under what conditions relief during calls is permitted, when during a call it is permitted, and what procedures will be followed to inform the parties.
- m. When a line is busy, the TRS CA shall redial as many times as requested. Not required for captioned telephone CAs because those users directly dial the call themselves.
- n. All comments directed to either party by the TRS CA shall be relayed. These comments shall be typed in parentheses or brackets; for example, A<Will you accept a collect call?>@ All comments directed to the TRS CA by either party shall also be relayed, for example, AYes, I'll accept the collect call.@
- o. If either party uses the third person, the TRS CA shall relay in the third person. Captioned telephone CAs shall voice the other party's comments verbatim.

- p. To correct a typing error, TRS CAs shall not backspace, but continue in a forward direction by typing AXX@ (common TTY convention for error) and then typing the word correctly. Captioned telephone errors shall be corrected as soon as possible during the conversation and shall be presented in parentheses or brackets.
 - q. TRS CAs shall verify spelling of proper nouns, numbers and addresses that are spoken. This shall be relayed as discussed in n above.
 - r. The CA will stay on the line until both parties have terminated the call. The TRS CA will ask the TTY user if additional calls are desired. If necessary to process a complaint or compliment, a TRS or captioned telephone call will be transferred to a supervisor at the request of the user.
 - s. CAs shall not counsel, advise, hold personal conversations with or interject personal opinions or additional information into any TRS or captioned telephone service relay call. CAs shall not hold personal conversations with anyone calling VTRS even if prompted by VTRS users.
 - t. TRS users shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long-distance billing purposes). It is understood that for some calls, having the full name would help facilitate the call. The TRS CA may ask for that information and explain how it may facilitate the user's call. However, the CA shall not refuse to make a call if the caller does not wish to give full names. This requirement is not applicable to captioned telephone users because those callers dial and speak directly with the called party themselves.
 - u. TRS CAs will uniformly recognize an As@ typed by a TTY user at the beginning of a call to indicate that the user is speech impaired. TRS bidders shall propose procedures for fulfilling this requirement. This convention shall be included in all informational material produced and distributed to explain TRS usage.
 - v. TRS CAs will leave or retrieve (retrieve only, for captioned telephone CAs) messages on answering machines or other voice processing systems. Bidders shall describe procedures for obtaining any necessary system access codes from the user and statements regarding the confidentiality of that information.
 - w. TRS bidders will provide descriptions of the steps and a script of what the caller will experience between dialing the last digit of the VTRS number and the TRS CA dialing the number to be called. Captioned telephone service bidders will provide, for both one-line and two line captioned telephone service, a description of the steps involved and the user's experience between dialing a captioned telephone call and when captioning begins.
4. Confidentiality of Calls
- All calls shall be totally confidential, which means no written or electronic script shall be kept beyond the duration of the call. Both TRS and captioned telephone CAs and supervisory personnel shall not reveal information about any call, except the minimum

necessary for billing purposes, including the information below. Both TRS and captioned telephone CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any caller or any information learned during the course of relaying any call, either during the period of employment as a CA or after termination of employment. TRS and/or captioned telephone bidders will describe the methods used to train and the means of evaluating CAs to ensure all aspects of confidentiality are maintained.

In addition, CAs should be trained not to reveal the identity of fellow CAs unnecessarily, because CAs identified by name—and thus potentially personally known in the deaf, hard-of-hearing, or speech-disabled communities—defeats the concept of Atransparency@ of the relay service and may create discomfort on the part of users.

- a. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:
 - i. names, genders, or ages of the parties to the call;
 - ii. originating or terminating points of the call;
 - iii. specifics of the information conveyed.
- b. CAs shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. CAs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of TRS relay call. CAs should be trained to ask questions about procedures without revealing names or specific information that will identify the caller. If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.
- c. Watching or listening to actual calls by anyone other than the TRS or captioned telephone service CA is prohibited except for training or monitoring purposes, or for other purposes specifically authorized by the DPS.
- d. Proposals shall include a copy of the policies the bidder will use to preserve confidentiality. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the confidentiality policy shall be provided to a user upon request.
- e. A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing and handling alleged violations of confidentiality.
- f. The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

5. Obscenity Directed to the CA

CAs do not have to tolerate obscenity directed at them. A proposal should specify how the contractor will handle these situations. It is acceptable to transfer callers using obscenities directed at the CA to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

6. CA Counseling

TRS and/or captioned telephone bidders are required to provide an ongoing counseling and support program for CAs to help them deal with the emotional aspects of relaying calls. The bidder should describe this program in the proposal.

7. Staffing for Call Volume/Usage Patterns

TRS and/or captioned telephone service bidders' proposals shall describe how the bidder will plan staffing patterns in response to call volumes and usage patterns.

8. Policy and Procedures Manual

TRS and/or captioned telephone service bidders shall provide with the proposal a copy of the existing (or a comprehensive outline of a proposed) CA Policy and Procedures Manual that shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consumer complaint procedures, consequences of non-compliance to policies, and functions and roles of a CA.

9. Emergencies

The State of Vermont has statewide Enhanced-911. TRS and/or captioned telephone service bidders shall outline how they will achieve the following:

- a. A policy for handling and referring emergency calls. The policy should include provisions for the CA to help the TRS caller find the appropriate emergency service number through Directory Assistance. The policy should indicate how the TRS and/or captioned telephone service provider will interact with Enhanced 911 to provide caller location information.
- b. An outreach/education program component to educate TRS and/or captioned telephone users regarding the use of E-911, rather than relay, for emergency calls.

F. SERVICE PROVIDER REPORTING REQUIREMENTS

1. Traffic Reports

TRS and/or captioned telephone service provider(s) shall report to the DPS by the 21st calendar day of the following month the following statistics for the previous month. If the winning bidder will provide both services, traffic reports to include for each service the information below may be combined into one report. (More frequent or more detailed reports shall also be available upon request.)

- a. Monthly summary detail record
 - i. Total minutes of service and number of calls handled.
 - ii. Total billable (conversation) minutes of service.

- iii. Total non-billable (session) minutes of service.
- b. Monthly detail of billable (conversation) data. Total minutes and total calls for each of the following:
 - i. Local
 - ii. Intrastate
 - iii. Intrastate toll-free
 - iv. 8XX and 9XX pay-per-call
 - v. Intrastate directory assistance
 - vi. General assistance
 - vii. Intrastate busy/ring/no answer
 - viii. Emergency
- c. Monthly detail of non-billable (session) data. Total minutes and total calls for each of the following:
 - i. Interstate
 - ii. Interstate toll-free
 - iii. International
 - iv. Interstate directory assistance
 - v. Interstate busy/ring/no answer
- d. Monthly device report (TRS only, unless vendor is the same for both TRS and captioned telephone service). Total minutes of service, calls handled and average length of call for each of the following:
 - i. TTY Baudot
 - ii. TTY Turbocode
 - iii. Voice calls
 - iv. VCO
 - v. ASCII
 - vi. Speech-to-speech
 - vii. HCO
 - viii. Captioned Telephone (reported separately if TRS and captioned telephone vendors are different)
 - ix. Other, if any (describe the call type)
- e. Delayed call profile (TRS only)
 - i. Number of inbound calls (calls placed to the TRS center[s])

- ii. Number of inbound calls placed in queue
 - iii. Number in inbound calls answered from queue
 - iv. Total number of inbound calls abandoned from queue
 - v. Percent of abandoned calls to calls in queue
 - vi. Callers in queue for each of the following time frames: less than 1 second; 1-5 seconds; 5.01-10 seconds; 10.01-15 seconds; 15.01-20 seconds; 20.01-25 seconds; 25.01-30 seconds; 30.01-40 seconds; 40.01-50 seconds; 50.01-60 seconds; 60.01-90 seconds; 9.01-120 seconds; 120.01-180 seconds; 180.01+ seconds.
 - f. Daily activity report (TRS only)
 - i. Number of calls handled for each day of the month
 - ii. Average number of weekday calls
 - iii. Average number of weekend calls
 - iv. Peak days and hours of operation
 - v. Average speed of answer
 - vi. Percent of calls answered in 10 seconds
 - g. Daily activity report (captioned telephone service only)
 - i. Abandoned call rate
 - ii. Percent of calls answered within 10 seconds
 - ii. Percent of calls blocked
- 2.. Invoice Format
- TRS and/or captioned telephone service bidders will submit the reporting format that will be used to provide all of the above information. Bidders must include information on its capability to provide ad hoc reports when requested.
3. Traffic projections
- On an annual basis, the TRS and/or captioned telephone service vendor(s) must provide by June 1 of each year forecasted usage figures and costs to the DPS for the upcoming fiscal year, beginning July 1.
4. Other Reporting Requirements
- a. The TRS and/or captioned telephone service provider(s) shall report to the DPS the results of the user evaluations conducted in accordance with ' IV.C.37.
 - b. The TRS and/or captioned telephone service provider(s) shall provide monthly summary reports to the DPS regarding numbers, topics, and resolution of complaints received. Copies of all individual complaint records for the month will be sent with the statistics. In addition, on an annual basis the TRS and/or captioned telephone service provider(s) shall, by June 15 of each year, provide to

the DPS an annual log of complaints for the period June 1 of the prior year through May 31 of the current year.

- c. The TRS and/or captioned telephone service provider(s) shall, by January 21 of each year, provide to the DPS Multistate Average Rate Structure ("MARS") plan data for the prior calendar year.

G. CONTRACT START-UP

Bidders shall describe a plan for implementing TRS and/or captioned telephone service by July 1, 2010. The plan should describe how the transition from the existing provider to a new contractor, if necessary, will be accomplished. The plan shall allow time as necessary to notify and educate TRS and/or captioned telephone service users about any changes that the transition may entail, and shall describe the procedure for notifying and educating users as needed. The plan shall also include a time line of critical dates for major steps in the implementation process from contract award to start date. There will be no separate payment to the contractor for costs associated with start-up.

H. TRANSITION TO A NEW PROVIDER

At such time as the VTRS may be transferred to a new provider(s), the winning bidder(s) shall make every effort to ensure that the transfer takes place in a manner that prevents TRS and/or captioned telephone service users from experiencing an interruption in service. The TRS and/or captioned telephone service and customer service toll-free numbers or other telephone numbers as necessary shall be made available to the new provider(s), with the new provider(s) paying any costs associated with the transfer.

I. UNSOLICITED FEATURES

This is an optional item. Any additional features not described elsewhere in this RFP that bidders would like to propose should be fully described indicating how the feature would work, how it would improve the system, which users would benefit from the feature, and any other information that would allow evaluation of the feature.

V. PRICE PROPOSAL

A. PRICING

Prices in response to this RFP and ultimate reimbursement to the contractor(s) will be based on a price per completed call minute, or "billable minute." A billable minute shall include the time the calling party is connected to the called party or to an answering machine at the called party's number, or to a recorded message or intercept for the called number. A billable minute does not include time in queue (call is ringing, waiting for a live answer), call set-up, call wrap-up, multiple calls required to handle calls reaching an answering machine or voice menu, or calls that have reached numbers that are busy or receive no answer.

Bidders will complete the attached Price Quotation sheet, indicating a price per billable minute for the listed call volume ranges for each of the four possible contract years. If bidding on both TRS and captioned telephone service, bidders should fill out a separate sheet for each service.

B. START-UP EXPENSES

The DPS will not pay any amounts for start-up expenses or expenses incurred in the preparation of the bid proposal.

C. PRICE QUOTATION

All bidders are expected to fill out the enclosed Price Quotation A Price Per Billable Minute sheet completely. If bidding on both TRS and captioned telephone service, bidders should fill out a separate sheet for each service. A second form, Price Quotation B Pricing of Additional Features and Services, is provided for pricing any desirable features proposed by bidders. All bidders are expected to fill out the Price Quotation B sheet with respect to the bidder's proposed outreach program as well as any features that are not currently provided and are, therefore, priced separately. (If bidding on both TRS and captioned telephone service, bidders should fill out a separate sheet for each service for which outreach will be provided.) All prices listed on the sheets shall be binding on the bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counter offers will be accepted. The DPS reserves the right to reject all bids.

D. TRAFFIC INFORMATION

Total TRS and CapTel call statistics for December, 2009, were as follows:

	<u>Calls</u>	<u>Minutes</u>
<u>TRS</u>		
Total:	2,870	7,339
Intrastate:	2,720	6,169
Interstate:	150	1,170
International:	0	0
<u>Captioned Telephone</u>		
Total:	5,301	15,451
Intrastate	4,627	11,937
Interstate	604	3,334
International	70	180

**Vermont Department of Public Service
Proposal to Provide Telecommunications Relay Service in Vermont**

PRICE QUOTATION A
*Price Per Billable Minute**

<i>Billable Minutes</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>
15,000 - 19,999				
20,000 - 24,999				
25,000 - 29,999				
30,000 - 34,999				
35,000 - 39,999				
40,000 - 44,999				
45,000 - 49,999				
50,000 +				

Name_____

Title_____

Signature_____ Company_____

*Billable minute means intrastate completed minutes (see 9 V.A.).

Vermont Department of Public Service Proposal to Provide Telecommunications Relay Service in Vermont

PRICE QUOTATION B
Pricing of Additional Features and Services

<i>Feature or Service</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>

VI. BIDDER RESPONSE REQUIREMENTS

A. FORMAT

In response to this RFP, each bidder for TRS and/or captioned telephone service is required to submit a proposal organized into seven clearly identified sections in the following order:

- A. Transmittal letter
- B. Checklist & certifications (Attachment A)
- C. Index
- D. Technical proposal
- E. Price proposal (forms provided*)
- F. Attachments
- G. Protective agreement (optional)

* Bidders should copy the forms and provide separate price proposals if bidding on both TRS and captioned telephone service

Four completed proposals (one original and three copies) should be submitted. One of the four should be clearly labeled AOriginal@ and contain all original signatures.

Proposals should be submitted in three-ring binders.

Each page of the proposal should be numbered consecutively with the transmittal letter as Page 1.

In the top or bottom margin of each page, the company name should be identified.

Proprietary material should be printed on colored paper different from the non-proprietary material.

B. TRANSMITTAL LETTER

The transmittal letter should state that the response to the RFP represents a binding offer for the specific service bidder is bidding on, and that the bidder intends to comply with all requirements of the RFP. Such positive statements notwithstanding, if in the body of the proposal the bidder indicates either lack of response or technical non-compliance with the RFP, the bid may be rejected. The transmittal letter should be signed by the bidder or an officer of the bidder legally authorized to execute contractual obligations (see also ' II.F).

C. CHECKLIST AND CERTIFICATIONS

The transmittal letter should be followed in the proposal by the checklist and certifications form (Attachment A). Each item in the checklist must be initialed by the person who signed the transmittal letter, indicating that the item has been included in the proposal and accurately represents company information or commitments. Each certification must also be initialed. A bid contact person should be designated on this form.

Certification of four specific forms of non-collusion is required:

- 1. In certification 1, the bidder warrants that no person or selling agency has been

employed or retained to solicit or secure the proposed contract based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

2. In certification 2, the bidder warrants that except for proposed subcontracts or a joint proposal, the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor for this procurement.
3. In certification 3, the bidder warrants that unless otherwise required by law, the prices submitted have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or to any competitor, nor will they be disclosed prior to the award of the contract.
4. In certification 4, the bidder warrants that no attempt has been or will be made by the bidder to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition.

D. INDEX

The index shall identify the page number on which each element of the proposal is contained. Items in the checklist must be indexed as a block in the same order as they appeared in the checklist. Any other items to be indexed should appear in the index either before or after the checklist block.

E. TECHNICAL PROPOSAL

The technical proposal shall present a full and complete description of how the bidder will carry out the requirements set forth in ' IV, covered in sufficient detail for complete understanding and evaluation.

F. PRICE PROPOSAL

The provided APrice Quotation@ forms are self-explanatory (see ' V). The bid prices are fixed for the term of the contract. Estimates will not be accepted. Payments will be based upon contracted services actually performed in accordance with the prices bid in the price proposal.

G. ATTACHMENTS

The documents that must be included with the proposal as attachments are identified in the checklist.

H. PROTECTIVE AGREEMENT (optional)

Bidders should fill out the Standard Protective Agreement in Attachment B if any information provided in the bid is to be considered proprietary or confidential.

ATTACHMENT A: CHECKLIST AND CERTIFICATIONS
VERMONT DEPARTMENT OF PUBLIC SERVICE
VERMONT TELECOMMUNICATIONS RELAY SERVICE PROPOSAL

All bidders are required to provide a response to every item on this form. Failure to do so may result in rejection of the proposal as nonconforming. Each response requires the *initials* (not a check mark) of the corporate principal (authorized to commit the company to the work proposed) signing this transmittal form and other proposed documents requiring signature.

A. REQUIRED CERTIFICATIONS:

1. I certify that no finder's fee has been paid to an individual or agency.
2. I certify that bid prices were arrived at without consultation with other bidders.
3. I certify that bid prices have not been knowingly disclosed.
4. I certify that no attempt has been made to suppress competition for this RFP

CERTIFICATION

Signature

Name

Title

Date

B. CHECKLIST

<i>RFP Reference</i>	<i>Item</i>	<i>Initial</i>
VI.B	Transmittal letter	_____
VI.C	Checklist & Certifications	_____
VI.D	Index	_____
VI.E; IV	Technical proposal	_____
VI.F; V	Price proposal	_____

III.C	Request for confidentiality of information	_____
III.D	Bidding company information	_____
III.E	Disability representation	_____
III.F	Subcontractor usage	_____
III.G	Contract management	_____
III.I	Financial history	_____
III.J.	Experience & customer references	_____
III.O	Center location information	_____
IV.B	Statement of commitment to comply with FCC regulations	_____
IV.C.5.d	Disaster recovery plan	_____
IV.C.8	Current staffing & recruiting plan	_____
IV.C.9	Disability awareness training plan	_____
IV.D.6	Complaint resolution procedures	_____
IV.D.9	Outreach program description	_____
IV.D.10	Consumer input plan	_____
IV.E.1.F	CA proficiency exam	_____
IV.E.2	CA training plan	_____
IV.E.4.d	Confidentiality policies	_____
IV.E.6	CA counseling program	_____
IV.E.8	CA policy & procedure manual	_____
IV.F.1.h	Reporting format	_____

C. DESIGNATED CONTACT

Name : _____

Company : _____

Address : _____

Telephone : _____

ATTACHMENT B: STANDARD PROTECTIVE AGREEMENT

STATE OF VERMONT

PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of ALifeline@ telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)

PROTECTIVE AGREEMENT

THIS AGREEMENT is dated as of _____, 20__, and is by and among _____ (Athe Company@) and the State of Vermont Department of Public Service (the "Department" or ADPS@) and any other below-signed parties, the names of which are set forth on the signature pages to this Agreement (the Company and the Department, and any other party to this Agreement, are sometimes referenced herein, where the context requires, as AParty,@ and collectively as the AParties@);

WHEREAS, the parties desire to cooperate in the provision of information relevant to this Abid and contract@ and the ensuing Docket before the Vermont Public Service Board (or other Docket, if any, opened by the Board), with respect to approval of the proposed Contract and matters relating thereto;

WHEREAS, the Department and the Company have entered into interaction regarding a Request for Proposal and contract for telecommunications relay services under Section 218a of Title 30 of the Vermont statutes annotated (Athe bid and the contract@) and it is important that the Company provide the Department with information regarding its financial history and operations;

WHEREAS, the Company has information pertinent to Athe bid and contract@ and the ensuing Docket that it has or may be asked to provide to the Department or to the Parties, which the Company believes could result in financial and/or competitive harm to the Company if they are required to disclose such information to the public and which information the Company believes to be proprietary, privileged, confidential or in the nature of a trade secret (such information is herein referenced as AAllegedly Confidential Information@ and as specifically described on Schedule I hereto, which Schedule may be amended only in accordance with the

terms of this Agreement);

WHEREAS, The Company desires to disclose Allegedly Confidential Information only to Parties that have executed Schedule IIa or Schedule IIb, as appropriate, to this Agreement or, in certain situations, only to the Board or the Department for review in accordance with this Agreement; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure to Parties, the Department, and/or the Board of Allegedly Confidential Information and, to the extent disclosed to a Party hereunder, to hold such Allegedly Confidential Information in confidence as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. If the Department agrees to treat specific information to be provided by the Company in the Abid and contract@ and ensuring Docket before the Board (which, for purposes of this agreement is defined to include any other docket, if any, opened by the Board to consider the Contract) as Allegedly Confidential Information, the Company will submit to the Board and all Parties a copy of Schedule I, as from time to time revised in accordance with the terms of this Agreement, which identifies each such item of Allegedly Confidential Information and is signed or initialed by the Department to evidence its agreement to treat as Allegedly Confidential Information. This Agreement applies only to that information which The Company and the Department agree will be treated as Allegedly Confidential Information and listed on Schedule I. Schedule I may only be amended by agreement of the Company and the Department.

2. The Department may obtain Allegedly Confidential Information by submitting to The Company=s counsel Schedule IIa attached hereto, which incorporates by reference this Protective Agreement. If such a request is made for Allegedly Confidential Information, The Company, through its counsel, will provide one copy of the Allegedly Confidential Information sought to the Department, or otherwise make such Allegedly Confidential Information available. The Department will afford access to the Allegedly Confidential Information only to its employees who have executed Schedule IIa to this Agreement and returned same to The Company=s counsel.

3. A Party other than the Department (which may include members of the Vermont Telecommunications Relay Service Advisory Council established pursuant to 30 V.S.A. ' 218a) may obtain Allegedly Confidential Information by submitting to the Company=s counsel the Protective Agreement attached hereto as Schedule IIb, and its request by Schedule III. If such a request is made for Allegedly Confidential Information, the Company, through its counsel, will provide one copy of the Allegedly Confidential Information sought to such Party, or otherwise will make such Allegedly Confidential Information available to such Party, except those documents or portions thereof excised based on legal objection and duly noted by counsel for the Company, including, but not limited to, objections based on relevance, privilege, or discovery that is burdensome, cumulative or requires disclosure of confidential commercial information or trade secrets. Each such Party will afford access to the Allegedly Confidential Information only to such employees, consultants, and other representatives who have executed Schedule IIb and are named in Schedule III to this Agreement and returned same to the Company=s counsel.

4. Documents containing or incorporating Allegedly Confidential Information to be offered in evidence under seal may be copied as necessary for that purpose. The Parties= counsel, personnel and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Allegedly Confidential Information, but only as necessary for preparation for proceedings in Athe bid and contract@ and the ensuing Docket. Such notes shall be treated the same as the Allegedly Confidential Information from which the notes were taken and shall not be used for any purpose other than as specified herein.

5. No Party that has executed this Agreement, and no person representing such Party, that is afforded access to the Allegedly Confidential Information shall use the Allegedly Confidential Information for any purpose other than the purpose of preparation for and conduct of this Docket, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such person shall keep the Allegedly Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement. Nothing in this Agreement precludes the Department from using Allegedly Confidential Information obtained hereunder either to seek a Board investigation (provided that the Department continues to treat such Allegedly Confidential Information as confidential pursuant to the protective terms of this Agreement) or request that the Allegedly Confidential Information or similar information be provided by the Company in any other context.

6. No persons other than those who have signed or agreed to be bound by this Agreement shall be permitted to hear or review testimony given with respect to the Allegedly Confidential Information.

7. At any Board hearing or conference in this proceeding, no witness, other than the Company witnesses, may be questioned with respect to the Allegedly Confidential Information unless that person has read this Agreement and has agreed to be bound by its terms.

8. Each Board stenographer or reporter in this proceeding shall sign and be bound by this Agreement.

9. Each Board stenographer or reporter shall be instructed to and shall start a separate transcription for testimony or discussion on the record of the Allegedly Confidential Information. Such transcription shall be marked "Confidential" and sealed and filed with the Board, and copies of the same shall be made available only to those persons who have signed or agreed to be bound by this Agreement.

10. Upon completion of the Abid and contract@ process and the ensuring Docket (with respect to approval of the Contract), including administrative or judicial review thereof, each Party that has received a copy of the Allegedly Confidential Information, and each person representing such Party, shall return the Allegedly Confidential Information to the Company=s counsel, except for those portions of the Allegedly Confidential Information that have been made part of the public record in the Abid and contract@ process and the ensuring Docket (with respect to approval of the Contract) or in appeals of any order or ruling therein. Any notes taken regarding, and documents or information in any form incorporating Allegedly Confidential Information shall be destroyed. On or before sixty (60) days after final decision or judgment in this Docket (or appeal from any ruling or order therein) is rendered, each person who has executed this Agreement or Schedule IIa or Schedule IIb hereto shall advise the Company in writing that the requirements of this Section 10 have been met.

11. No signatory hereto shall assign to any other person its rights or obligations hereunder, and any such assignment by any signatory of the rights and obligations hereunder shall be null and void.

12. An individual=s access to Allegedly Confidential Information ceases upon termination of employment with a Party, and any individual who terminates employment with a Party who has executed this Agreement or Schedule IIa or Schedule IIb shall continue to be

bound by its terms.

13. This Agreement is made under and shall be governed by the laws of the State of Vermont.

14. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to the Abid and contract@ process and the ensuring Docket to at any time contest any assertion or to appeal any finding that specific information is or should be Allegedly Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge and object to the admissibility of any and all Allegedly Confidential Information furnished by the Company under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Allegedly Confidential Information submitted under this Agreement or under protective order issued by the Board pursuant to this Agreement, removed from the coverage of this Agreement or order.

15. The foregoing provisions of this Agreement notwithstanding, this Agreement shall in no way be deemed to constitute a waiver by the Company of its right to protect the disclosure of Allegedly Confidential Information to the full extent allowable by applicable law, in the event that the Board or a Hearing Officer in the Abid and contract@ process and the ensuring Docket proceedings should rule that any information is not appropriate for inclusion in a sealed record, or should be disclosed to a Party where the Company has objected to such disclosure under paragraph 3 of this Agreement, the Parties agree that at the request or upon the motion of the Company seeking protection of such information from disclosure, such information will not be disclosed under the later of five business days after the Board so orders, or, if the Company files an interlocutory appeal or requests a stay of such order, the date upon which such appeal or request is decided; provided, however, that said periods may be extended in accordance with any stay ordered by the Board or a reviewing court.

16. The Parties will promptly submit to the Board a proposed Protective Order in the form attached hereto as Schedule IV that, if adopted, will set forth the procedure for treating Allegedly Confidential Information in a sealed record.

17. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of this Agreement.

18. This Agreement may be amended or modified only by a written document signed by

the Parties hereto.

19. The Parties have entered into this Agreement in order to expedite the production of information, to minimize the time spent in discovery disputes, and to facilitate the progress of this investigation to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of that Party's statutory right to information, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.

20. Information designated by the Company as Allegedly Confidential Information pursuant to this Agreement which a Party also obtains independent of this Agreement is not subject to this Agreement.

21. The Company shall not seek the disqualification of any Department employee, consultant, or other representative as to any authorized Department activity, on the grounds that such employee reviewed information provided hereunder.

COMPANY:

By: _____

Title: _____

Date: _____

VERMONT DEPARTMENT OF

PUBLIC SERVICE:

By: _____

Title: _____

Date: _____

STATE OF VERMONT
PUBLIC SERVICE BOARD

SCHEDULE I

Investigation into the adoption and)
implementation of ALifeline@ telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)

DOCUMENTS TO BE TREATED AS ALLEGEDLY
CONFIDENTIAL INFORMATION

STATE OF VERMONT
PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of ALifeline@ telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)

I, _____(name), serve as
_____(title or advisory capacity) to the Department of Public
Service ("DPS) in the above-captioned proceeding before the State of Vermont Public Service
Board. In connection with the work done for _____ (Party), I request to be given
access to certain Allegedly Confidential Information of _____ (the
Company) under a Protective agreement dated as of _____, 20__ by and
among the Company, the Vermont Department of Public Service, and other Parties, as defined
therein. A copy of that Protective Agreement has been delivered to me. I have read this
Agreement and agree to comply with and be bound by its terms.

Dated:_____ Signature_____

SCHEDULE III

STATE OF VERMONT
PUBLIC SERVICE BOARD

Investigation into the adoption and)
implementation of ALifeline@ telephone) Docket No. _____
rates as it relates to Contract for)
Telecommunications Relay Service)
)

The undersigned Party hereby requests that the Allegedly Confidential Information described below be furnished pursuant to the Protective Agreement dated as of _____, 20__ by and among _____ (the Company), the Vermont Department of Public Service, and other Parties, as defined therein, to the following person on behalf of _____(Party):

Name:

Address:

Title:

Description of Employment Responsibilities:
(or Advisory Responsibilities to Party)

Description of Allegedly Confidential Information to be Provided: (attach description as Schedule A if more room is necessary)

Said person has read the Protective Agreement, executed the form designated as Schedule IIa or IIb to that Agreement, and agrees that Schedule IIa (or IIb) does not authorize his/her access to the Allegedly Confidential Information until it is executed, delivered to and approved by _____, counsel to the Company.

PARTY:_____

Dated:_____ Signature_____

Name:
Title:

Appendix M:
**Copies of Phone Bill with Surcharge Rate or
Legislative Order**



Account Summary

Previous Charges	\$37.90
Payment Received as of Jun 27 Thank You.	(\$37.90)
Past Due Charge*	\$0.00
New Charges	
FairPoint Communications	\$17.61
FairPoint Internet	\$156.53
Other Providers	\$3.48
Total New Charges Due Aug 09, 2011	\$177.62
Total Due (Past Due and New)	\$177.62

You have a new service provider.

This bill reflects the changes you made to your service.
See page 3 for details.

*Please disregard the Past Due Charge if payment
has been submitted.

Questions about your Bill?

See page 2 for FairPoint contact information.

Change of Address?

Go to www.fairpoint.com or see page 2.

Detach & return payment slip with your check, payable to FairPoint Communications.

FairPoint.
communications

Account: [REDACTED]

New Charges Due: Aug 09, 2011

Total Due: \$177.62

Amount Paid:

\$

FairPoint Communications
PO Box 11021
Lewiston, ME 04243-9472



0201130000000802757289681770102021200000177629

How to Reach Us

Payments

Pay By Phone Service*

Hours: 24hrs a day, 7 days a week

Phone: 1-866-658-9040

Payment Questions / Payment Arrangements

Hours: M-F 8:00am-6:00pm EST

Phone: 1-877-212-7445

Bills, Orders, Repairs, Special Services

Consumer Sales & Service Center

Hours: M-F 8:00am-6:00pm EST

Phone: 1-866-984-2001

Telephone Repair

Hours: 24hrs a day, 7 days a week

Phone: 1-866-984-1611

Internet & Email Technical Support

Hours: 24hrs a day, 7 days a week

Phone: 1-800-240-5019

For Your Information

*Pay By Phone

This service is optional and provided by an independent vendor for a fee.

Previous Payments

If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Payment Questions number above.

Returned Payment

If your payment is returned for non-sufficient funds, FairPoint will resubmit it electronically. A charge may apply for each payment returned.

Mail Payments to:

FairPoint Communications
PO Box 5200
White River Junction, VT 05001-5200

Automatic Payment Enrollment

Complete and submit coupon printed on your bill.

Tax & Fees

Federal Subscriber Line Charge funds part of the cost of providing long distance companies access to local telephone networks. It is applied per line.

Federal Universal Service Fee helps keep telephone service affordable for high cost areas, rural health-care providers and library internet access.

The Federal Communications Commission (FCC) authorizes the Subscriber line Charge and Universal Service Fee.

The Vermont Universal Service fund, administered by the state, funds the state's E911 system, the telephone lifeline program and the telecommunications relay service for people with disabilities.

TTY Customers

Please call Relay Service (711) and ask them to relay your call to FairPoint Center of your choice.

Online Billing & Payment

Create your user account at www.FairPoint.com

When Reviewing Your Bill

A Regional Toll Call is a call placed within Vermont but outside of your local calling area and a Long Distance Toll Call is a call placed outside of the 802 calling area.

Residence Lifeline Service Program

Low income customers may be eligible for our Residence Lifeline Service Program which would reduce your local telephone service bills. Check with your service representative for details.

Installment Arrangement

You may make an affordable weekly or monthly installment arrangement on your bill by calling 1-877-212-7445.

Customer Information

For important consumer information see the Customer Guide in your FairPoint white pages directory.

Important Credit Reporting Notice

We furnish our customer's bill payment information to the major credit reporting agencies.

Billing Address Changes or Corrections for Account:

If your billing address has changed, or if your address is incorrect as it appears on this bill, please provide corrections here.

- ☐ 1. Check the box.
2. Enter your correct billing address.
3. Return this slip with your payment.

Name: _____

Street Address: _____

City, State, Zip: _____

Automatic Payment Enrollment for Account:

By signing below, I authorize FairPoint Communications or its operating subsidiary to automatically charge my account for the amount(s) due. Select one of the Auto Pay options and complete the information. Please include your check for this month's payment.

- ☐ Bank Draft (Automatic debit from your account)
☐ Credit Card (Automatic charge to your Credit Card)

☐  ☐  ☐  ☐ 

Card Number: _____

Expiration Date: _____

Signature: _____

Your FairPoint Outpost Discount Summary

1. Double Point Bundle Voice Discount		(\$9.89)
Total FairPoint Outpost Monthly Savings		(\$9.89)
New Charges: Jun 12 to Jul 11		

Service: Residential Voice

Telephone Number: [REDACTED]

2. FairPoint Exchange Value	Jun 15 to Jul 11	\$18.50
Unlimited Local and Regional Calling		
Unlimited Long Distance (U.S. & Canada)		
3. Directory Listings		\$0.00
4. Local Service - Low Use	Jun 12 to Jun 14	\$1.32
5. Directory Listings		\$0.00
6. Double Point Bundle Voice Discount		(\$9.89)
7. FairPoint Communications Local Calls (See Call Detail)		\$0.53

Subtotal for [REDACTED]

\$10.46

Total:

\$10.46

Tax & Fees on Local Services		
8. Federal Subscriber Line Charge		\$6.16
9. Federal Universal Service Fund Surcharge		\$0.91
10. Vermont State Tax		\$1.06
11. Vermont Universal Service Fund		\$0.23
12. Federal Excise Tax		\$0.06
13. Federal Universal Service High Cost Fund Credit		(\$1.27)

Total Tax & Fees on Local Services

\$7.15

Total New Charges

\$17.61

Call Detail

FairPoint Communications - Summary

Service:

No.	Time Of Day/Week	Minutes	Rate	Amount
14.	Peak (8am-9pm weekdays)	24	\$0.022	\$0.528
15.	Off-Peak (all other times)	0:00	\$0.005	\$0.000
Sub-Total				\$0.528
Less Usage Credit				\$0.00
Discounted Total				\$0.53

For Your Information

Restatement of Charges: Basic vs Non-Basic Charges

Charge Type	Past Due	New	Total
Basic	\$0.00	\$3.95	\$3.95
Non-Basic			
Toll	\$0.00	\$3.48	\$3.48
Other Charges	\$0.00	\$165.78	\$165.78
Total	\$0.00	\$177.82	\$177.82

Basic Charges include local telephone service, associated order and installation charges, subscriber line charges, and applicable tax and fees.
 Non-Basic Charges include, but are not limited to, Caller ID, Inland wire maintenance, regional and long-distance calling, Internet service, applicable tax and fees.

How Your Payment was Applied

Your payment was applied in the following manner

Basic Charges	\$26.25
Non-Basic Charges	\$11.85
Total Payment	\$37.90

Important Credit Reporting Notice
 FairPoint furnishes bill payment information for all of our customers to the major credit reporting agencies in accordance with the Fair Credit Reporting Act (FCRA). Please make your payment timely by the due date indicated on page 1 of your bill. To establish or re-establish a good track record of making payments on time, consider signing up for our automated Direct Payment Enrollment on the reverse side of your remittance form on page 2 of your bill.

For Your Information
 For Your Information sections contain important messages about your bill or service from your state's regulatory commission or from FairPoint.

State regulation requires FairPoint to group your charges as shown at the left to make it clear which charges you must pay to ensure that your basic local telephone service is not suspended.

You must pay any past due balances for Basic Charges immediately to avoid suspension of your local telephone service. If you don't pay Non-Basic Charges you will not lose local telephone service but your Non-Basic services will be suspended until payment is received.



New Charges: Jun 12 to Jul 11

FairPoint Long Distance

Long Distance Packages and Products

1. No International Calling Plan	Jun 15 to Jul 11	\$0.00
Total:		\$0.00

Total LD New Charges		\$0.00
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FairPoint Internet Services

Service: Residential Internet

2. HSI - Premium (1Y)	Jun 28 to Jul 11	\$18.60
3. HSI - Standard (1Y)	Jun 15 to Jun 27	\$15.50
4. HSI - Premium (1Y)	Jul 12 to Aug 11	\$39.89
5. HSI Promotional Discount		(\$39.70)

Subtotal		\$37.55
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Service: Value Added Service

6. FairPoint Security Suite - up to 3 PCs	Jun 15 to Jul 11	\$0.00
7. FairPoint Online Backup & Sharing 3 GB	Jun 15 to Jul 11	\$0.00
8. FairPoint Security Suite - up to 3 PCs	Jul 12 to Aug 11	\$0.00
9. FairPoint Online Backup & Sharing 3 GB	Jul 12 to Aug 11	\$0.00

Subtotal		\$0.00
-----------------	--	--------

Total:		\$37.55
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Other Charges and Credits

Non-Recurring Charges

Charge	Date	Amount
10. HSI Shipping and Activation Fee	Jun 15	\$9.99
11. HSI Shipping and Activation Fee	Jun 17	\$9.99
12. HSI Shipping and Activation Fee	Jun 28	\$9.99
13. Wireless Gateway	Jun 17	\$59.99
14. Basic Modem	Jun 15	\$34.99
15. Professional Installation	Jun 28	\$59.00
16. HSI Shipping and Activation Fee Waiver		(\$9.99)
17. HSI Modem Waiver		(\$94.99)

Total Non-Recurring Charges		\$118.98
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Total Internet New Charges		\$156.53
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Non Payment of Internet charges will not result in the disconnection of your local telephone service; but unpaid charges will go to collection.

This portion of your bill is provided as a service to USBI

Helpful Numbers Billing Inquiries call: 1-888-241-8724

Summary USBI

1. Call	\$0.70
2. Miscellaneous Charges and Credits	\$2.73
3. Vermont State Tax	\$0.05

Total	\$3.48
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Call detail

BILLED ON BEHALF OF VARTEC TELECOM, INC.

No.	Date	Time	Origin Number	Location	Min:Sec	Rate	Total
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4.	08/07/2011	6:23 pm	[REDACTED]	LYNDONVT	VT	3:00	\$0.15
5.	08/09/2011	1:34 pm	[REDACTED]	LYNDONVT	VT	2:00	\$0.10
6.	08/13/2011	10:28 am	[REDACTED]	WINGSTNZN14	MD	6:00	\$0.40
7.	08/18/2011	6:01 pm	[REDACTED]	LYNDONVT	VT	1:00	\$0.05

Subtotal for Service		14:00					\$0.70
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SUBTOTAL OF VARTEC TELECOM, INC.		14:00					\$0.70
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Total:							\$0.70
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Miscellaneous Charges and Credits

Charge	Date	Amount
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BILLED ON BEHALF OF VARTEC TELECOM, INC.		
8. CARR RCV FEE	08/11/2011	\$1.97
9. FDUISF REIMB	08/11/2011	\$0.76
Subtotal for Service		\$2.73
SUBTOTAL OF VARTEC TELECOM, INC.		\$2.73
Total:		\$2.73

Appendix N:
Copy of the 2008 TRS Recertification Renewal Letter
from the FCC



PUBLIC NOTICE

Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

News Media Information 202-418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 08-1673
Released: July 16, 2008

NOTICE OF CERTIFICATION OF STATE TELECOMMUNICATIONS RELAY SERVICE (TRS) PROGRAMS

CG DOCKET NO. 03-123

Notice is hereby given that the applications for certification of Telecommunication Relay Services (TRS) programs of the states¹ listed below have been granted, pursuant to Title IV of the Americans with Disabilities Act (ADA), 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules.² On the basis of the state applications, the Consumer & Governmental Affairs Bureau (Bureau) has determined that:

- (1) The TRS program of the states meet or exceed all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules;³
- (2) The TRS programs of the listed states make available adequate procedures and remedies for enforcing the requirements of the state program; and
- (3) The TRS programs of the listed states in no way conflict with federal law.

The Bureau also has determined that, where applicable, the intrastate funding mechanisms of the listed states are labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606(d) of the Commission's rules.⁴

Because the Commission may adopt changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any additional new rules that are adopted by the Commission. The Commission will provide guidance to the states on demonstrating compliance with such rule changes.

In response to the *Public Notice* released seeking comment on the applications for certification of state TRS programs,⁵ the Commission received 84 comments, all of which address Speech-to-Speech

¹ For purposes of this proceeding, the term "states" refers to states, U.S. territories, and the District of Columbia where applicable.

² 47 C.F.R. § 64.606(b).

³ 47 C.F.R. § 64.604.

⁴ 47 C.F.R. § 64.606(d).

⁵ *Applications for Certification as Certified State Telecommunications Relay Service (TRS) Programs Filed; Pleading Cycle Established for Comment on Applications*, CG Docket No. 03-123, Public Notice, DA 08-60 (Jan. 10, 2008).

(STS) outreach.⁶ As part of their applications for certification, states were required to submit specific examples of all outreach activities, including those targeted to users and receivers of STS services. We reviewed each of the outreach plans submitted by the states in conjunction with each of the applications listed below and found them to be in compliance with the Commission's requirements. The Bureau reminds states receiving certification herein of their continued obligation to engage in outreach activities, or to ensure that their contracted TRS providers conduct outreach in accordance with 47 C.F.R. § 64.604(c)(3).⁷

This certification, as conditioned herein, shall remain in effect for a five year period, beginning July 26, 2008, and ending July 25, 2013, pursuant to 47 C.F.R. § 64.606(c). One year prior to the expiration of this certification, July 25, 2012, the states may apply for renewal of their TRS program certification by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

STATES APPROVED FOR CERTIFICATION

File No: TRS-46-07

Alabama Public Service Commission
State of Alabama

File No: TRS-19-07

Department of Commerce
State of Alaska

File No: TRS-47-07

Arkansas Deaf and Hearing Impaired
State of Arkansas

File No: TRS-02-07

Commission for the Deaf and Hard of Hearing
State of Arizona

File No: TRS-32-07

California Public Utilities Commission
State of California

File No: TRS-23-07

Colorado Public Utilities Commission
State of Colorado

File No: TRS-48-07

Connecticut Department of Public Utility
State of Connecticut

File No: TRS-35-07

Delaware Public Service Commission
State of Delaware

⁶ Each comment was directed to a specific state program, and requested that the Commission review the STS outreach activities of the specified state prior to granting certification. The Commission received the following number of comments regarding the following states: California- 36, Colorado- 2, Georgia- 1, Hawaii- 4, Illinois- 5, Kansas- 2, Massachusetts- 1, Minnesota- 1, Montana- 5, Nebraska-1, New Jersey- 1, New Mexico- 1, New York- 3, Ohio- 2, Oregon- 2, Pennsylvania- 1, South Carolina- 2, South Dakota- 1, Vermont- 1, Virginia- 3, Washington- 1, Wisconsin- 8.

⁷ See 47 C.F.R. § 64.604(c)(3) Public Access to Information. This rule states, “[c]arriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.”

File No: TRS-49-07
Public Service Commission
District of Columbia

File No: TRS-51-07
Georgia Public Service Commission
State of Georgia

File No: TRS-43-07
Idaho Public Service Commission
State of Idaho

File No: TRS-08-07
Indiana Telephone Relay Access Corporation
State of Indiana

File No: TRS-07-07
Kansas Relay Services, Inc.
State of Kansas

File No: TRS-13-07
Louisiana Relay Administration Board
State of Louisiana

File No: TRS-33-07
Telecommunications Access of Maryland
State of Maryland

File No: TRS-54-07
Michigan Public Service Commission
State of Michigan

File No: TRS-55-07
Mississippi Public Service Commission
State of Mississippi

File No: TRS-56-07
Telecommunications Access Program
State of Montana

File No: TRS-25-07
Relay Nevada
State of Nevada

File No: TRS-45-07
New Jersey Board of Utilities
State of New Jersey

File No: TRS-16-07
New York State Department of Public Service
State of New York

File No: TRS-50-07
Florida Public Service Commission
State of Florida

File No: TRS-22-07
Hawaii Public Utilities Commission
State of Hawaii

File No: TRS-10-07
Illinois Commerce Commission
State of Illinois

File No: TRS-03-07
Iowa Utilities Board
State of Iowa

File No: TRS-52-07
Kentucky Public Service Commission
Commonwealth of Kentucky

File No: TRS-53-07
Maine Public Utilities Commission
State of Maine

File No: TRS-34-07
Department of Telecommunications and Energy
Commonwealth of Massachusetts

File No: TRS-39-07
Minnesota Department of Commerce
State of Minnesota

File No: TRS-15-07
Missouri Public Service Commission
State of Missouri

File No: TRS-40-07
Nebraska Public Service Commission
State of Nebraska

File No: TRS-42-07
New Hampshire Public Service Commission
State of New Hampshire

File No: TRS-14-07
Commission for the Deaf and Hard of Hearing
State of New Mexico

File No: TRS-30-07
Department of Health and Human Service
State of North Carolina

File No: TRS-12-07
Information Technology Department
State of North Dakota

File No: TRS-37-07
Public Utilities Commission of Ohio
State of Ohio

File No: TRS-57-07
Oklahoma Telephone Association
State of Oklahoma

File No: TRS-36-07
Oregon Public Utilities Commission
State of Oregon

File No: TRS-58-07
Pennsylvania Bureau of Consumer Services
Commonwealth of Pennsylvania

File No: TRS-28-07
Telecommunications Regulatory Board
Puerto Rico

File No: TRS-59-07
Division of Public Utilities and Carriers
State of Rhode Island

File No: TRS-11-07
South Carolina Office of Regulatory Staff
State of South Carolina

File No: TRS-60-07
Department of Human Services
State of South Dakota

File No: TRS-20-07
Tennessee Regulatory Authority Services
State of Tennessee

File No: TRS-17-07
Texas Public Utility Commission
State of Texas

File No: TRS-61-07
Virgin Islands Public Services Commission
U.S. Virgin Islands

File No: TRS-09-07
Utah Public Service Commission
State of Utah

File No: TRS-44-07
Vermont Department of Public Service
State of Vermont

File No: TRS-04-07
Department of the Deaf and Hard of Hearing
Commonwealth of Virginia

File No: TRS-27-07
Office of the Deaf and Hard of Hearing
State of Washington

File No: TRS-06-07
Public Service Commission of West Virginia
State of West Virginia

File No: TRS-01-07
Wisconsin Department of Administration
State of Wisconsin

File No: TRS-18-07
Division of Vocational Rehabilitation
State of Wyoming

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For further information regarding this *Public Notice*, contact Diane Mason, Consumer and Governmental Affairs Bureau, Disabilities Rights Office (202) 418-7126 (voice), (202) 418-7828 (TTY), or e-mail Diane.Mason@fcc.gov.

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